

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2025
or
☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from to .
Commission file number 1-10962

Callaway Golf Company
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

95-3797580
(I.R.S. Employer
Identification No.)

2180 Rutherford Road, Carlsbad, CA 92008
(760) 931-1771

(Address, including zip code, and telephone number, including area code, of principal executive offices)
Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on which Registered
Common Stock, \$0.01 par value per share	CALY	The New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of June 30, 2025, the aggregate market value of the registrant’s common stock held by non-affiliates of the registrant was \$1,116.2 million based on the closing sales price of the registrant’s common stock as reported on the New York Stock Exchange. Such amount was calculated by excluding all shares held by directors and executive officers and shares held in treasury, without conceding that any of the excluded parties are “affiliates” of the registrant for purposes of the federal securities laws.

As of February 19, 2026, the number of shares outstanding of the registrant’s common stock, \$.01 par value, was 184,094,276.

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates certain information by reference from the registrant’s Definitive Proxy Statement to be filed with the Securities and Exchange Commission (“SEC” or “Commission”) pursuant to Regulation 14A in connection with the registrant’s 2025 Annual Meeting of Shareholders, which is scheduled to be held on May 21, 2026. Such Definitive Proxy Statement will be filed with the Commission not later than 120 days after the conclusion of the registrant’s fiscal year ended December 31, 2025.

Important Notice to Investors Regarding Forward-Looking Statements: This report contains “forward-looking statements” as defined under the Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by words such as: “may,” “should,” “will,” “could,” “would,” “anticipate,” “plan,” “believe,” “project,” “estimate,” “expect,” “strategy,” “future,” “likely,” and similar references to future periods. Forward-looking statements include, among others, statements that relate to future plans, events, liquidity, financial results, performance, prospects or growth and scale opportunities including, but not limited to, statements relating to plans for repayment of our convertible notes, our intention to repurchase shares of our common stock pursuant to a stock repurchase program, the anticipated timing, amount and impact of the stock repurchase program, delivering long-term value for shareholders, further growth and investments in our core business, the anticipated benefits and other effects of the sale of the majority stake of our Topgolf International, Inc. (“Topgolf”) business, the expected financial and operational performance of, and future opportunities for, each of the two independent companies following the sale, the tax treatment of the sale, future industry and market conditions, strength and demand of our products and services, continued brand momentum, demand for golf and outdoor activities and apparel, continued investments in the business, consumer trends and behavior, the expansion of our leadership position in off-course golf, the strength of our brands, product lines and e-commerce business, pending litigation, availability of capital under our credit facilities, the capital markets or other sources, our conservation and cost reduction efforts, compliance with debt covenants, estimated unrecognized stock compensation expense, projected capital expenditures and depreciation and amortization expense, future contractual obligations, the realization of deferred tax assets, including loss and credit carryforwards, future income tax provision, the future impact of new accounting standards, the impacts of inflation and changes in foreign exchange rates, and future prospects and growth of our businesses, including TravisMathew, LLC (“TravisMathew”) and OGIO International, Inc. (“OGIO”). These statements are based upon current information and our current beliefs, expectations and assumptions regarding the future of our business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control. As a result of these uncertainties and because the information on which these forward-looking statements is based may ultimately prove to be incorrect, actual results may differ materially from those anticipated. Important factors that could cause actual results to differ include, among others, the following:

- certain risks and uncertainties, including changes in capital markets or economic conditions, particularly the uncertainty related to inflation, decreases in consumer demand and spending and any severe or prolonged economic downturn;
 - our ability to successfully execute planned and potential transactions and the potential failure to realize the expected benefits of such transactions, in the expected timeframes or at all, including our recent divestitures of Jack Wolfskin and 60% of our Topgolf and Toptracer businesses;
 - consumer acceptance of and demand for our products;
 - future retailer purchasing activity, which can be significantly affected by adverse industry conditions and overall retail inventory levels;
 - unfavorable changes in trade or other policies by the U.S. government or foreign governments, including restrictions on imports, increases in U.S. import tariffs, retaliatory tariffs imposed by other countries on U.S. imports, and the potential negative economic consequences thereof, including increased costs, unavailability of materials, inflation, decreased customer demand, an economic slowdown or general economic uncertainty;
 - the level of promotional activity in the marketplace;
 - future consumer discretionary purchasing activity, which can be significantly adversely affected by unfavorable economic or market conditions;
 - future changes in foreign currency exchange rates and the degree of effectiveness of our hedging programs;
 - our ability to manage international business risks;
 - our ability to recognize operational synergies and scale opportunities across our supply chain and global business platform;
 - adverse changes in the credit markets or continued compliance with the terms of our credit facilities;
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- our ability to monetize our investments, including without limitation, our 40% stake in Topgolf;
- our ability to successfully operate and, if applicable, expand the retail stores of TravisMathew and our Japan and Korea apparel businesses;
- delays, difficulties or increased costs in the supply of components needed to manufacture our products or in manufacturing our products, including our dependence on a limited number of suppliers for some of our products;
- adverse weather conditions and seasonality;
- any rule changes or other actions taken by the United States Golf Association or other golf associations that could have an adverse impact upon demand or supply of our products;
- our ability to protect our intellectual property rights;
- a decrease in participation levels in golf;
- the effect of terrorist activity, armed conflict, natural disasters or pandemic diseases, on the economy generally, on the level of demand for our products or on our ability to manage our supply and delivery logistics in such an environment; and
- the general risks and uncertainties applicable to us and our business.

Investors should not place undue reliance on these forward-looking statements, which are based on current information and speak only as of the date hereof. We undertake no obligation to update any forward-looking statements to reflect new information or events or circumstances after the date hereof or to reflect the occurrence of unanticipated events. Investors should also be aware that while we from time to time communicate with securities analysts, it is against our policy to disclose to them any material non-public information or other confidential commercial information. Furthermore, we have a policy against distributing or confirming financial forecasts or projections issued by analysts and any reports issued by such analysts are not our responsibility. Investors should not assume that we agree with any report issued by any analyst or with any statements, projections, forecasts or opinions contained in any such report. For details concerning these and other risks and uncertainties, see Part I, Item 1A, “Risk Factors” contained in this report, as well as our quarterly reports on Form 10-Q and current reports on Form 8-K subsequently filed with the SEC from time to time.

Callaway Golf Company Trademarks: *The following marks and phrases, among others, are our trademarks: #1 Irons in Golf, #1 Putter in Golf, #1 Putter on Tour, 2-Ball, 2-Ball Fang, 2-Ball Jailbird, 2 Ball Putter Design, 360 Carbon Chassis, 360 Face Cup, 360 Fade, 3 Deep, Ai 10x Face, Ai150, Ai200, Ai300, AI One 24, AI One Cruiser, AI Smart Face, AI Smoke, Ai-One Square 2 Square Max 1, Ai-One Square 2 Square Max Stripe, Alcatraz, All Ride. All the Time., All Walk. All the Time., Alpha Convoy, Alpha Venture, Anamatic, Apex, Apex 21, Apex Ai150, Apex Ai200, Apex Ai300, Apex CB, Apex DCB, Apex MB, Apex Pro, Apex Smoke, Apex TCB, Apex Ti Fusion, Apex Ti Fusion 250, Apex Tour, Apex UT, Apex UW, APW, Arm Lock, B21, Backstryke, Beachside Stealth, Big Bertha, Big Bertha Alpha, Big Bertha B21, Big Bertha Diablo, Big Bertha Diablo & Horned Shield Design, Big Bertha REVA, Biggest Big Bertha, Bigshots Golf, Bigshots Golf Stylized, Big T, Bird of Prey, Black Series, Black Series I, Bogey Free, Broomstick, Callaway, Callaway #1 Irons in Golf, Callaway Aura, Callaway Cargo, Callaway CB12, Callaway Chase, Callaway Chase 14, Callaway Custom, Callaway Customs, Callaway Edge, Callaway Elyte, Callaway Golf, Callaway Legacy Collection, Callaway Media Productions, Callaway Next, Callaway Opus, Callaway Opus Platinum, Callaway Paradym Night Mode, Callaway Reva, Callaway Superfast, Callaway Super Hybrid, Callaway Supersoft, Callaway Supersoft Splatter 360, Callaway X, Callaway XR, Caly, Capital, Catch it Clean, Cavity Back Design Pattern (X-14), CF16, C-Grind, Chev, Chev 18, Chevron Design, Chrome Soft, Chrome Soft X, Chrome Tour, Circle Patch Design, Cloud Collection, Cloud Hoodie, Cloud Polo, Cloud Tee, Cloud Waffle, Coastview, Coolagen, Cuater, Cuater C logo, Cutwave Sole, CXR, Cyclone Aero Shape, Dawn Patrol, Demonstrably Superior And Pleasingly Different, Destinations by TravisMathew, DFX, Diablo Forged, Diablo Octane, Diablo Tour, Distance Fitting from Callaway, Distance that Defies Convention, Divine Line, Divine Nine, Double Wide, Driver Defender, Driving the Course to Modern Golf, DSPD, Dual Force, Dual Softfast Core, Eagle, Engage, Epic, Epic Flash, Epic Max, Epic Max LS, Epic Speed, Epic Star, ERC, E.R.C. Fusion Stylized, ERC II, ERC Soft, Exclusive Tartan Collection, Exo-Cage, Extended Season, Fairway+, Fairway14, FairwayC, Fateline, Favorite Track, Fit Disc, Flash Face, Flash Face SS21, Flash Face SS22, Flex Pod, FLX360, Fore Me, Forged 455, Forged X, Formfinesse, Freshband, Friday Ponte, Frost Delay, FT-3, FT-5, FT9, FT-I, FT IQ, FTIZ, FT Optiforce, FT Tour, Fusetech, Fusion, Gambit Pro, GBB, GBB Epic, Gems, Golf Ball on Tee Design, Golf Fusion, Golf Nerd, Gravity Core, Great Big Bertha, Griptac, Hawk Eye,*

Headliner, Heater Pro Performance, Heater Series, Heater Series – Pure Performance, Heavenwood, Hex Aerodynamics, Hex Black Tour, Hex Diablo, Hex Soft, Hex Tour Soft, Hexbite, High Energy Core & Orbit Design, Hightail, HX, HX Diablo, Hyper Dry, Hyper Elastic Softfast Core, Hyper-Lite, Hyperlite Zero, Hyper Speed Face Cup, Hyper X, I-Mix, IZ Power Source, Jailbird, Jailbird Character Head Design, Jailbird Versa Striped Club Head Design, Jailbreak, Jailbreak AI Velocity Blades, Jailbreak Speed Frame, Jaws Full Toe, JAWS MD5, Kings of Distance, Lag Putt, Leader in Modern Golf, Legacy, Legacy Featherweight, Life On Tour, Longer From Everywhere, Lowrider, Lowrider 2.0., Mack Daddy, Mack Daddy CB, Mack Daddy Forged, Made to Meet the Moment, Magna, Make Every Shot Your Best, MarXman, Mavrik, MD3 Milled, MD4 Tactical, Microhinge Face Insert, Mission:Ambition, Moveknit, Night Mode, Nothing Beats This, Number One Putter in Golf, Odyssey O Logo, Ody, Odyssey, Odyssey AI One, Odyssey AI One Cruiser, Odyssey Chipper, Odyssey Eleven, Odyssey Max Stripe, Odyssey Seven, OG, Ogio, Ogio Aero, Ogio Alpha, Ogio Forge, Ogio Fuse, Ogio Pace, Ogio Rise, Ogio Shadow, OGIO Stylized, OGIO XIX, Open to Close, Opening Shot, Opti-Color, Opti Dry, Opti Feel, OptiFit, Opti Fit, Opti Flex, Opti Grip, Opti Shield, OptiTherm, Opti Vent, Opus, Opus Platinum, ORG 7, ORG 14, ORG 14M, ORG 15, O Stylized, Our Favorite Time of the Year, Oworks, Pack. Discover. Explore., Paradym, Paradym AI Smoke, Paradym Night Mode, Playing Through, Poly Mesh, Power & Soft Feel for Slower Swing Speeds, Practice Green, ProType, PT Stylized, Quantum, ·R·, Rainspann, R Ball, RCH, Red Ball, Renegade, Renegade Collection, Renegade Vault, Reva Rise, Rig 9800, Rogue ST, ROGUE Stylized, Rossie, Rossie V, Rule 35, S2H2, Scenic Vista, Scoreline Pattern in White, See the Break, Shaft Shield, Silencer, Sir Isaac Newton Falling Apple Golf Design, Skyloft Soft, SLED, Slice Stopper, SMALL BATCH Hand Holding Hammer Badge, Solaire, Solar Noon, Speed Cartridge, Speed Frame, Speed Step, Speed Tuned, Spin Gen Technology, Spin Machine, Square Way, SRT, Steelhead, Steelhead XR, Step Sole, Strata, Strata Boom, Stroke Lab, Sub Zero, Superhot, Sure-Out, Sweeter from Every Spot, Swing Tech, Swirl Design, Swirl Design & ODYSSEY, Syntech, Tank, TA Winter, Tee It High, Thermal Bomber, The Sure Thing, TMove, Ti 340 Mini, Ti340 Mini Driver, TM Stylized, TM Stylized & TRAVISMATHEW (Horizontal), TM Stylized & TRAVISMATHEW (Vertical), Toe Up, Toulon, Toulon Garage, Toulon T Logo, Tour Aero, Tour Authentic, Tour I, Tour IZ, Tour Tested, Trade In! Trade Up!, Training Aid, TravisMathew, Tri Hot, Tri-Beam, Triforce, Tri-Hot 5K, Triple Diamond Design, TRIPLE TRACK, Triple Track Stripes Design, Trutrack, Truvis, Truvis Pattern, T Stylized, Tungsten Speed Cartridge, Tungsten Speed Wave, Tuttle, Versa, VFT, VTEC, Walk. Push. Ride., Warbird, War Bird, Weather Series, Weather Spann, Wedgeducation, We're Only Going Further, W-Grind, White Damascus, White Hot, White Hot Microhinge, White Hot OG, White Hot RX Stylized, White Hot Tour, White Hot XG, White Ice, White Trapezoid Design, Wing Back, Winter Rules, Winter Tees, Winter Term, Woode, X-12, X-14, X18, X-18, X-20, X-22, X-24, X460, X-ACT, X Forged, X Hot, X Hot Pro, XR16, XR OS, XR Speed, XR Stylized, X Series, X Series Jaws, X-Spann, X Stylized, X-Tech, XTT, Z Grind, Zinna.

Risk Factors Summary

The following is a summary of the principal risks that could adversely affect our business, operating results, cash flows and financial conditions.

Risks Related to our Industry and Business

- Unfavorable economic conditions, including as a result of inflation or otherwise, could have a negative impact on consumer discretionary spending and therefore negatively impact our results of operations, financial condition and cash flows.
- A reduction in the number of rounds of golf played or in the number of golf participants could adversely affect our sales.
- We may have limited opportunities for future growth in sales of golf clubs and golf balls.
- Any significant changes in U.S. trade or other policies that restrict imports or increase import tariffs could have a material adverse effect on our results of operations.
- A severe or prolonged economic downturn could adversely affect our customers' financial condition, their levels of business activity and their ability to pay trade obligations.
- We face intense competition in each of our markets and operating segments, and if we are unable to compete effectively, it could have a material adverse effect on our business, results of operations, financial condition and growth prospects.
- If we are unable to successfully manage the frequent introduction of new products in our golf equipment business that satisfy changing consumer preferences, it could significantly and adversely impact our financial performance and prospects for future growth.
- Our apparel, gear and other business faces risks associated with changing consumer tastes and preferences and fashion trends.
- Our golf equipment business and our apparel, gear and other business each have a concentrated customer base. The loss of one or more of our top customers could have a significant effect on our sales.
- We are a non-controlling minority owner of Topgolf and therefore have limited ability to influence its strategy, operations, capital allocation, or timing and amount of distributions, which could adversely affect the value of our investment and our financial results.

Risks Related to Operations, Manufacturing, and Technology

- We have significant international operations and are therefore exposed to risks associated with doing business globally.
 - We have significant international sales and purchases, and unfavorable changes in foreign currency exchange rates could have a significant negative impact on our results of operations.
 - Increased costs or decreased availability of finished products, product components, and raw materials could adversely affect our operating results.
 - If we inaccurately forecast demand for our products, we may manufacture either insufficient or excess quantities, which, in either case, could adversely affect our financial performance.
 - We depend on a limited number of suppliers for some of the components of our products, and the loss of any of these suppliers could harm our business.
 - A significant disruption in the operations of our golf club assembly and golf ball manufacturing and assembly facilities could have a material adverse effect on our sales, profitability and results of operations.
 - A disruption in the service or a significant increase in the cost of our primary delivery and shipping services for our products and component parts or a significant disruption at shipping ports could have a material adverse effect on our business.
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Risks Related to Regulations

- We are subject to many federal, state, local and foreign laws, as well as other statutory and regulatory requirements, with which compliance is both costly and complex. Failure to comply with, or changes in these laws or requirements, could have an adverse impact on our business.
- Compliance with and changes in data privacy laws, regulations, standards and other requirements, and any actual or perceived failure by us to comply with such requirements, may adversely affect our business.

Risks Related to Tax and Financial Matters

- Changes in tax laws and unanticipated tax liabilities could adversely affect our effective income tax rate, profitability and cash flows.
 - Our ability to utilize all or a portion of our U.S. deferred tax assets may be subject to limitations.
 - Our obligations and certain financial covenants contained under our existing credit facilities expose us to risks that could materially and adversely affect our liquidity, business, operating results, financial condition and limit our flexibility in operating our business, including the ability to make any dividend or other payments on our capital stock.
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CALLAWAY GOLF COMPANY
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PART I

Item 1. *Business*

OVERVIEW

Callaway Golf Company, together with our wholly owned subsidiaries (collectively, the “Company,” “Callaway Golf,” “Callaway,” “we,” “our,” or “us”), is a leading golf equipment, gear and apparel company with a portfolio of global brands, including Callaway Golf, Odyssey, TravisMathew and OGIO. Through an unwavering commitment to innovation and premium craftsmanship, Callaway designs, manufactures, and sells high-performance golf clubs, golf balls, apparel, bags, and other accessories—setting the standard for performance in the game of golf. Our products are distributed globally through a mix of on-course, specialty retail, wholesale, direct-to-consumer and international channels.

We were originally incorporated in California in 1982 under the name, “Callaway Golf Company,” with a primary focus on the design, manufacture and sale of high-quality golf clubs. In 1992, we became a publicly-traded corporation on the New York Stock Exchange under the ticker symbol “ELY,” and in 1999, we reincorporated in the State of Delaware. In 2000, we entered into the golf ball business with the release of our first golf ball product, and over time we expanded our product offerings to include golf balls, golf bags and accessories, and premium golf and active lifestyle apparel through a combination of organic development and strategic acquisitions, including OGIO and TravisMathew in 2017.

In 2019, we acquired Jack Wolfskin, a global outdoor apparel brand, which expanded our presence beyond the golf category, and in 2021, we completed a merger with Topgolf, a leading technology-enabled golf entertainment business that includes state-of-the-art golf and entertainment venues and proprietary Toptracer ball-tracking technology.

On September 6, 2022, we changed our corporate name from “Callaway Golf Company” to “Topgolf Callaway Brands Corp.”, and, on September 7, 2022, we changed our New York Stock Exchange ticker symbol from “ELY” to “MODG.”

Beginning in 2025, we undertook a strategic realignment to reaffirm our position as a leading pure-play golf business. On May 31, 2025, we completed the sale of 100% of the outstanding equity interests of Callaway Germany Holdco GmbH, which owned the Jack Wolfskin business, and, following a strategic review of the Topgolf business initiated in August 2024, effective January 1, 2026, we completed the sale of a 60% ownership interest in our Topgolf and Toptracer businesses to private equity funds managed by Leonard Green & Partners, L.P. (the “Topgolf Sale”). We retained a 40% equity ownership interest in Topgolf.

In connection with the completion of the Topgolf Sale, effective January 15, 2026, we changed our corporate name back to “Callaway Golf Company,” and, on January 16, 2026, we updated our New York Stock Exchange ticker symbol from “MODG” to “CALY.” Following these transactions, our ongoing brand portfolio consists of Callaway Golf, Odyssey, TravisMathew and OGIO.

GROWTH AND OVERALL STRATEGY

Our strategy is guided by a focus on creating differentiated, performance-driven golf products through innovative technology and premium craftsmanship, designed to enhance performance and enjoyment for golfers of all abilities. We seek to drive sustainable, profitable growth by scaling these products through strong brand stewardship, operational efficiency, cost discipline, and prudent capital allocation to support long-term shareholder value.

REPORTABLE SEGMENTS AND PRODUCTS

We manage our global business operations through our operating and reportable business segments. As of December 31, 2025, we had two operating and reportable business segments: Golf Equipment and Apparel, Gear and Other (previously known as the “Active Lifestyle” segment). As discussed above, during 2025 and early 2026, we completed strategic divestitures of the Jack Wolfskin and Topgolf businesses. Accordingly, both businesses are reported in discontinued operations for all periods presented in this Form 10-K and are excluded from continuing operations and reportable segments. As of the closing of the Topgolf Sale, our 40% interest in Topgolf will be accounted for under the equity method.

In connection with the changes to our organizational structure, effective as of the fourth quarter of 2025, we renamed our “Active Lifestyle” segment to “Apparel, Gear and Other;” this change did not impact the composition of the segment or previously reported financial results.

Unless otherwise noted, the segment information in this Form 10-K reflects our continuing operations and updated segment structure following the aforementioned dispositions.

GOLF EQUIPMENT

We design, manufacture and sell a full line of high-quality golf equipment, including golf clubs and golf balls. We design our golf equipment products to be technologically advanced for amateur and professional golfers of all skill levels, and the golf equipment products are designed to conform to the Rules of Golf as published by the United States Golf Association (“USGA”) and the ruling authority known as The R&A.

Products

Golf clubs include woods (drivers, fairway woods and hybrids) and irons (irons and wedges) sold under the Callaway brand, packaged sets sold under the Callaway and Strata brands and putters sold under the Odyssey brand. Golf clubs also include Callaway and non-Callaway pre-owned golf clubs. Callaway’s golf clubs are generally made of steel, titanium alloys, carbon fiber and various thermoplastic and thermoset materials.

Golf balls are sold under the Callaway brand and are generally either a 2-piece golf ball (consisting of a core and cover) or a multilayer golf ball (consisting of two or more components in addition to the cover). Our golf ball products include covers that incorporate a traditional dimple pattern as well as covers that incorporate innovative designs, including our proprietary HEX Aerodynamics (i.e., a lattice of tubes that form hexagons and pentagons), Hybrid Cover, Triple Track Technology and Truvis patterns. Callaway brand golf balls are generally made of various combinations of synthetic rubber, ionomer blends and urethane which are processed with other chemicals in order to optimize performance.

Product Design and Development

We innovate to maintain our market share leadership position in both golf clubs and golf balls by continually investing in research and development and also leveraging artificial intelligence in our product design process in order to help create products that are designed to be technologically advanced and not limited to the duplication of traditional or conventional product designs. We create and modify product designs by using computer-aided design software, finite element analysis software and structural optimization techniques which leverage artificial intelligence. Furthermore, we utilize a variety of testing equipment and computer software, including golf robots, launch monitors, a proprietary virtual test center, a proprietary performance analysis system, an indoor test range and other methods to develop and test our golf equipment products.

Manufacturing

We have a primary golf club assembly facility located in Monterrey, Mexico, and a limited golf club assembly facility located in Carlsbad, California. Additionally, we utilize golf club contract manufacturers in China and Vietnam. We also have custom golf club assembly facilities in Tokyo, Japan; Swindon, England; Melbourne, Australia and Seoul, Korea. In 2025, more than 50% of our golf club assembly is performed in regions outside of the United States. Overall, the golf club assembly process is fairly labor intensive, utilizes raw materials that are obtained from international and domestic suppliers, and requires extensive global supply chain coordination.

We have a golf ball manufacturing facility in Chicopee, Massachusetts, and also utilize golf ball contract manufacturers in Taiwan, Vietnam and Thailand. In 2025, approximately 75% of our golf balls were manufactured in regions outside of the United States. The golf ball manufacturing process utilizes raw materials that are obtained from international and domestic suppliers.

Sales

We sell our golf equipment products domestically and internationally, directly and through our wholly-owned subsidiaries, to wholesale customers, including golf course pro shops, off-course retailers, sporting goods retailers, online retailers, and third-party distributors, as well as to mass merchants for certain products. We also sell directly to consumers through our websites and retail locations in Japan and Korea as well as to corporate customers who want to imprint their corporate logo on certain of our golf equipment products. In addition to the sale of our golf equipment products, we also offer custom club fitting programs at our performance centers and at participating on- and off-course retail stores to help consumers find golf clubs that fit their personal specifications.

We also sell certified pre-owned golf clubs directly to consumers through our website. The certified pre-owned golf clubs are generally acquired through our Trade In! Trade Up! program, which gives golfers the opportunity to trade in used Callaway brand golf clubs and certain competitor golf clubs at authorized retailers or through our website in exchange for credit towards the purchase of new golf equipment or pre-owned golf clubs.

Competition

The golf equipment business is highly competitive and we compete with a number of well-established brands. Our golf equipment products generally compete on the basis of technology, quality, product performance, customer service and price. In order to gauge our performance relative to such factors, we receive and evaluate Company-generated reports as well as periodic public and customized market research, and trend and consumer reports for the regions in which we operate. We believe that we are a technological leader in every golf club and golf ball market in which we compete.

Our major competitors for drivers, fairway woods and irons are TaylorMade, Ping, Acushnet (Titleist brand), Puma (Cobra brand), SRI Sports Limited (Cleveland and Srixon brands), Mizuno, Bridgestone, and Parsons Xtreme Golf (PXG). For putters, our major competitors are Acushnet (Titleist & Scotty Cameron brands), Ping, L.A.B. Golf and TaylorMade.

Our major competitors for golf balls include Acushnet (Titleist and Pinnacle brands), SRI Sports Limited (Dunlop and Srixon brands), Bridgestone (Bridgestone and Precept brands), TaylorMade and others. These competitors compete for market share in the golf ball business, with Acushnet having a market share of approximately 50% of the golf ball business in the United States and a leading market share position in certain other regions outside of the United States.

Advertising & Marketing

Our marketing campaigns for our golf equipment products are aimed to increase consumer product awareness and support our overall growth strategy. Advertising for our golf equipment products is primarily in the form of televised commercials during golf telecasts, web-based digital and social media advertising, printed advertisements in national magazines, such as Golf Magazine and Golf Digest, as well as in-store advertising and other types of marketing to consumers. We also establish relationships with professional athletes and personalities, including members of various professional golf tours as well as other athletes and media personalities, in order to promote our golf equipment products.

Seasonality

The game of golf is played primarily on a seasonal basis in most of the regions where we conduct business. Weather conditions generally restrict golf from being played year-round, except in a few markets, with many of our on-course customers closing for the cold weather months, making our golf equipment business subject to seasonal fluctuations. In general, we begin selling our golf club and golf ball products into the golf retail channel for the new golf season during the first quarter. This initial sell-in generally continues into the second quarter when sales are significantly affected by the amount of reorder business of products sold during the first quarter. Our third-quarter sales generally also depend on reorder business, but can also include smaller new product launches, and typically have lower sales than the second quarter since many retailers begin decreasing their inventory levels in anticipation of the end of the golf season. Our fourth-quarter golf equipment sales are generally less than the other quarters due to it being the end of the golf season in many of our key regions, but may also be affected from time to time by the timing of product introductions related to the new golf season of the subsequent year. This seasonality, and therefore quarter-to-quarter fluctuations, can be affected by many factors, including the timing of new product introductions as well as weather conditions. In general, because of this seasonality, a majority of our sales from our Golf Equipment business and most, if not all, of our profitability from this segment generally occurs during the first half of the year.

APPAREL, GEAR AND OTHER

Our Apparel, Gear and Other segment is comprised of high quality soft good products which we design, develop and sell under the Callaway, TravisMathew and OGIO brands. These brands deliver a range of premium performance and lifestyle products in the United States and select international markets. We are focused on maintaining strong brand momentum by category and market share growth with key trade partners by enhancing our digital marketing, e-commerce and retail store presence, which we believe will increase direct-to-consumer sales and drive increased profitability over time.

Products

Callaway soft good products include golf apparel, footwear and a full range of golf accessories such as golf bags, golf gloves, headwear and practice aids. Callaway branded golf apparel offerings include tops, bottoms and outerwear for men, women and children, and are made from high-quality fabrics designed for style, comfort and performance.

TravisMathew is a premium golf apparel and soft goods brand that offers men's, women's, and youth apparel as well as footwear, outerwear and accessories designed to deliver superior performance.

OGIO is a soft goods brand that offers a variety of equipment and active travel gear for sport and personal use including backpacks, travel bags, duffle bags, golf bags and accessories. OGIO products focus on organization, protection, durability and sustainability, and offer innovative organization features, durable waterproof construction, and ergonomic designs, as well as a unique style and the ability for customization. In addition to everyday travelers, athletes from sports such as golf, football, basketball, skate, snow, surf and motor sports, put their trust in the protection, comfort, organization and style of OGIO products.

Product Design, Development and Manufacturing

Our soft goods products are designed and developed internally and manufactured using third-party manufacturing partners in Vietnam, China, Indonesia, Thailand, Bangladesh, Cambodia, and Peru, with a mix of nominated and supplier sourced materials. The manufacturing partners create the products according to our brands' specifications.

Sales

We sell our soft goods products in the United States and internationally, directly and through our wholly-owned subsidiaries, to wholesale customers and directly to consumers through our retail locations and online through our websites.

We sell our Callaway soft goods products to golf retailers (including pro shops at golf courses and off-course retailers), sporting goods retailers, online retailers, and third-party distributors, as well as directly to consumers through the Callaway Golf website and various retail, outlet and store-in-store locations in Japan and Korea. We also license our trademarks and service marks to third parties for use on certain Callaway apparel and golf accessories in exchange for a royalty fee.

In addition to the sales channels mentioned above, TravisMathew is also sold to luxury department stores and lifestyle specialty stores, through wholesale distributors, and directly to consumers in the United States, Japan, Europe, Canada, and Australia through the TravisMathew website and various TravisMathew retail locations.

OGIO products are sold directly to consumers through the OGIO website in addition to the sales channels mentioned above. We also license our line of OGIO motorsport products to a third party in exchange for a royalty fee, and license our other OGIO products to a third party for distribution in the corporate channel in the United States, Canada and Mexico.

Competition

Our major competitors for our golf apparel and accessories are generally other golf companies and premium golf apparel companies, as well as specialty retailers. While the TravisMathew business faces competition from the premium golf apparel companies, it also competes in department stores with other men's and women's apparel companies, including Johnnie-O, Faherty, Nike, Peter Millar, Ted Baker London and Vince, amongst others. We seek to differentiate our product offerings through elevated design, premium materials and continuous product and design innovation.

Advertising & Marketing

We market and advertise our soft goods brands on various platforms, including television, traditional digital and print media, and web-based and social media. We also establish relationships with professional athletes and personalities, including members of various professional golf tours, as well as other athletes and personalities, in order to promote our soft goods product lines.

Seasonality

Sales of the Callaway-branded golf apparel and accessories generally follow the same seasonality as golf equipment, and are therefore generally higher during the first half of the year. Sales of TravisMathew branded golf and lifestyle apparel and accessories are more evenly spread throughout the year as sales are more diversified due to an increase in direct-to-consumer sales resulting from the expansion of TravisMathew stores.

DISTRIBUTION

We have our primary distribution center in Fort Worth, Texas for the distribution of golf equipment products and soft goods products in North America. We also have Company-operated distribution centers in Toronto, Canada; Swindon, England; and Melbourne, Australia, and third-party logistical operations in Hamburg, Germany; Shanghai, China; Tokyo, Japan; and Seoul, Korea to support the distribution needs of markets they serve.

INTELLECTUAL PROPERTY

As of December 31, 2025, we owned approximately 5,600 U.S. and foreign trademark registrations and over 2,000 U.S. and foreign patents relating to our products, product designs, manufacturing processes and research and development concepts, with a number of other patent and trademark applications pending and awaiting registration. Of these, 967 trademark registrations and 300 patents were related to Topgolf. We also own various other protectable rights under copyright, trade dress and other statutory and common laws. Our intellectual property rights are very important to our business, and we seek to protect such rights through the registration of trademarks and utility and design patents, the maintenance of trade secrets and the creation of trade dress. When necessary and appropriate, we enforce our rights through litigation. Information regarding current litigation matters in connection with intellectual property is contained in Note 13. “Commitments & Contingencies” in the Notes to Consolidated Financial Statements in this Form 10-K.

Our patents are generally in effect for up to 20 years from the date of the filing of the patent application and our trademarks are generally valid as long as they are in use and their registrations are properly maintained and have not been found to become generic.

HUMAN CAPITAL RESOURCES

Employees

We consider our employees to be our most valuable asset and strive to attract and retain high-quality talent by offering competitive compensation, comprehensive benefits and wellness programs, opportunities for professional growth across diverse industries, and a broad range of training, development, and other supportive initiatives. As of December 31, 2025, we had approximately 28,000 full-time and part-time employees worldwide in 25 different countries. As of January 1, 2026 and following the sale of 60% of our stake in Topgolf, we had approximately 4,000 full-time and part-time employees worldwide in 25 different countries. We also employ temporary workers as necessary based on the labor demands across the organization, which may fluctuate with the seasonality of our products.

Our golf ball manufacturing employees in Chicopee, Massachusetts are unionized and are covered under a collective bargaining agreement, which renewed for an additional five years on October 1, 2025. In addition, certain production employees in Mexico are also unionized. We consider our employee relations to be in good standing.

Culture and Values

Each of our businesses is driven by a desire to deliver exceptional products for our customers, as well as a commitment to our late founder Ely Callaway’s belief that, “good ethics is good business.” We uphold our cultural values to establish our brand identity and unique work environment in an effort to enable employee engagement and retention. Every employee receives training on our culture and values during their onboarding process and throughout their tenure at the company.

We are headquartered in Carlsbad, California and maintain regional offices, distribution centers, venues, and retail stores in numerous locations around the world. Our employees bring a wide range of cultures, experiences, talents, capabilities and perspectives from around the world. We are committed to recruiting, developing and promoting an inclusive workforce while offering unique opportunities and career paths for our employees throughout all levels of our organization while also maintaining our commitment to hire the most qualified individuals. We do not discriminate on the basis of actual or perceived race, creed, color, religion, national origin, citizenship status, age, disability, marital status, sexual orientation, gender, gender identity or similar classifications.

We are dedicated to making golf more accessible to a wide range of customers, including those from different backgrounds, by creating inviting products for a varied range of customers and first-time golfers.

Employee Well Being

We are committed to the health and well-being of our employees and design our compensation and benefits programs to demonstrate this commitment. Our approach supports our employees' total wellness by addressing physical, mental and financial well-being. We provide competitive compensation packages alongside a comprehensive array of benefits designed to nurture total well-being. This includes robust health and welfare benefits, life and disability insurance coverage, and a retirement plan with employer matching contributions.

At the heart of our commitment to well-being is a dedicated focus on mental health. We recognize its paramount importance and have integrated robust resources, such as an Employee Assistance Program ("EAP"), which empowers employees and their families to manage their holistic health – mental, emotional, and physical. In addition, our employees have the opportunity to engage in a variety of wellness programs, ranging from fitness facilities to exercise programs and a variety of educational resources.

By prioritizing well-being, we not only invest in our employees' present, but we also cultivate a resilient foundation for their flourishing future.

We provide a work environment where opportunities for training and development are available to all employees. In addition to the training employees receive on the job, we offer various leadership programs including Today's Leader Program, Corporate Leadership Development, Sales Training, Global Operations Leadership & Development Training, Sales Management Training and other various leadership courses. We also offer product training to our customers and require a Supplier Code of Conduct training for our suppliers.

Community Giving

We have two existing community giving programs: the Callaway Golf Company Foundation (the "Foundation") and the Callaway Golf Company Employee Community Giving Program. Through these programs, our employees are able to give back to the community through monetary and/or in-kind donations, or by providing community service. Through the Foundation, we strive to create healthy communities where our stakeholders live and work, by focusing on supporting programs that improve lives and contribute to communities on a select basis.

In addition to the aforementioned programs, we give our global subsidiaries the ability to lead their own community engagement initiatives by providing them with product donation accounts and other forms of support for their charitable contribution and fundraising efforts. We also encourage global offices and subsidiaries to engage in community partnerships at their discretion.

Additional information on our community giving programs is available on our website www.callawaygolf.com.

GOVERNMENT REGULATION

We are subject to extensive federal, state, local and foreign laws and regulations, as well as other statutory and regulatory requirements, including those related to, among others, employment regulations, the Patient Protection and Affordable Care Act (the "PPACA"), the Americans with Disabilities Act (the "ADA"), and similar state laws, privacy and cybersecurity laws, environmental, health and human safety laws and regulations, import and export laws, the Foreign Corrupt Practices Act and other similar anti-bribery and anti-kickback laws, as well as state and local regulations relating to zoning and land use. New laws and regulations or new interpretations of existing laws and regulations may also impact the business.

We believe that our operations are in substantial compliance with all applicable government laws. Due to the nature of our operations and the frequently changing nature of compliance regulation, we cannot predict with certainty that future material capital or operating expenditures will not be required in order to comply with applicable government regulation.

For certain risks associated with regulation compliance, see “Risk Factors” contained in Item 1A.

ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

By being active and visible in the community and by embracing the principles of environmental stewardship, we believe that we are acting in an environmentally and socially responsible manner. Through our Global Sustainability Program, we aim to bring increased awareness and structure to our existing social and environmental sustainability initiatives, while also enhancing the sustainability efforts across our global businesses. The Global Sustainability Program is managed by our Executive Sustainability Committee, which is comprised of our Chief Executive Officer, Chief Financial Officer, all other executive officers, and our General Counsel. A Sustainability Core Team meets and then reports progress of the Global Sustainability Program quarterly to the Executive Sustainability Committee. Members of the Sustainability Core Team, known as Sustainability Champions, are employees who have been selected from throughout the organization to drive large-scale global projects that build upon our existing environmental and social sustainability efforts. Sustainability Champions also promote smaller-scale employee-driven initiatives at local levels. These projects and initiatives are benchmarked against the sustainability frameworks published by the Global Reporting Initiative and the Sustainability Accounting Standards Board with respect to sustainability issues that are likely to affect the financial conditions or operating performances of companies in the consumer goods and apparel sectors.

Our entire Board oversees the Global Sustainability Program and receives a comprehensive report regarding the program’s initiatives and progress on an annual basis. Additionally, management provides a quarterly update to the Board’s Nominating and Corporate Governance Committee on our latest third-party performance scores on environmental, social and governance (“ESG”) topics to maintain a consistent pulse on our ESG performance.

The Global Sustainability Program has played an integral role in assessing our material ESG concerns and developing our sustainability strategy and goals, as well as in supporting our sustainability reporting. In 2025, we published an ESG data table reporting our performance on certain ESG metrics for the year ended December 31, 2024. Additionally, in 2024, we published a Sustainability Report for the years ended December 31, 2023 and 2022. Both the ESG data table and the Sustainability Report are available on the Sustainability section of our website. The Global Sustainability Program has also introduced a variety of new initiatives, including enhancing sustainability content on our website and engaging employees globally to devise new sustainability action plans for our various brands and workspaces.

Environmental Matters

Our operations are subject to federal, state and local environmental laws and regulations that impose limitations on the discharge of pollutants into the environment and establish standards for the handling, generation, emission, release, discharge, treatment, storage and disposal of certain materials, substances and wastes and the remediation of environmental contaminants (collectively, “Environmental Laws”). During the ordinary course of our manufacturing processes, we use paints, chemical solvents and other materials which generate waste and waste by-products that are subject to these Environmental Laws. In addition, in connection with our Top-Flite asset acquisition in 2003, we assumed certain monitoring and remediation obligations at our manufacturing facility in Chicopee, Massachusetts. In February 2013, we sold this facility and leased back a reduced portion of the square footage that we believe is adequate for our ongoing golf ball manufacturing operations. As part of the terms of this sale, we assumed certain ongoing environmental remediation obligations.

We strive to adhere to all applicable Environmental Laws and take action as necessary to comply with these laws. We maintain an environmental and safety program which employs full-time environmental, health and safety professionals responsible for all of our facilities. The environmental and safety program includes obtaining environmental permits as required, capturing and appropriately disposing of any waste by-products, tracking hazardous waste generation and disposal, air emissions, safety situations, material safety data sheet management, storm water management and recycling, and auditing and reporting on our compliance. We conduct third party social, safety and environmental responsibility audits to evaluate and improve our environmental performance through our global supply chain. The audits facilitate compliance with applicable Environmental Laws and good manufacturing practices within the global supply chain. Historically, the costs of environmental compliance have not had a material adverse effect on our business. We believe that our operations are in substantial compliance with all applicable Environmental Laws. Due to the nature of our operations and the frequently changing nature of environmental compliance standards and technology, we cannot predict with certainty that future material capital or operating expenditures will not be required in order to comply with applicable Environmental Laws.

Social Matters

We maintain a Code of Conduct, Supplier Code of Conduct and Human Rights Policy, which establish the foundation of our Corporate Social Responsibility (“CSR”) Program that was established in 2007. In 2019, we updated our CSR audit policy and procedure, benchmarking against the United Nations Universal Declaration of Human Rights and International Labor Organization Guidelines. We take actions as necessary to ensure supplier compliance, and actively work with suppliers to improve performance through training, internal and third-party audits and corrective action plan validation. We employ a team to conduct and oversee corporate social responsibility audits globally and have not identified any material compliance issues with our suppliers to date. In addition to the CSR Program, we participate in environmental, social and product compliance working groups through the American Apparel and Footwear Association and are a signatory to the Responsible Recruiting Commitment and Cambodia (Worker’s Rights) Brand Letter.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

Biographical information concerning our executive officers is set forth below.

<u>Name</u>	<u>Age</u>	<u>Position(s) Held</u>
Oliver G. Brewer III	62	President and Chief Executive Officer
Brian P. Lynch	64	Executive Vice President, Chief Financial Officer & Chief Legal Officer
Glenn Hickey	64	Executive Vice President and President, Callaway Golf Sales
Mark F. Leposky	61	Executive Vice President and Chief Supply Chain Officer
Angela J. Deskins	41	Executive Vice President and Chief People Officer
Timothy R. Reed	61	Executive Vice President, Research and Development and Tour

Oliver G. Brewer III is a Director, and the President and Chief Executive Officer of the Company and has served in such capacity since March 2012. Before joining the Company, Mr. Brewer served as the President and Chief Executive Officer of Adams Golf, Inc. beginning in January 2002. He was President and Chief Operating Officer of Adams Golf from August 2000 to January 2002 and Senior Vice President of Sales and Marketing of Adams Golf from September 1998 to August 2000. Mr. Brewer also served on the Board of Directors of Adams Golf from 2000 until his resignation effective February 2012. He currently serves on the Board of Directors of Topgolf (after having previously served as a Director of Topgolf from 2012 until our merger with Topgolf in 2021), the Board of Directors of The First Tee of San Diego/Pro Kids and the Executive Committee of The Legacy charity. Mr. Brewer also served on the National Golf Foundation’s Board from 2014 to 2019. Mr. Brewer has an M.B.A. from Harvard University and a B.S. in Economics from the College of William and Mary.

Brian P. Lynch is the Executive Vice President, Chief Financial Officer, and Chief Legal Officer of the Company and has served in such capacity, as well as the Senior Vice President, Chief Financial Officer and Chief Legal Officer, since July 2017. He served as the Company's Senior Vice President, General Counsel and Corporate Secretary commencing in June 2012 before being appointed the additional role of Interim Chief Financial Officer in April 2017 and Chief Financial Officer in July 2017. Mr. Lynch is responsible for the Company's finance, accounting, law, information technology, corporate audit, investor relations and compliance functions. Mr. Lynch serves on the Board of Directors of the Callaway Golf Foundation and he also formerly served as the Company's Chief Ethics Officer from 2012 to 2018. He also currently serves on the Board of Directors of Topgolf. Mr. Lynch first joined the Company in December 1999 as Senior Corporate Counsel and thereafter served in various other capacities, including Associate General Counsel and Corporate Secretary. Mr. Lynch received a J.D. from the University of Pittsburgh and a B.A. in Economics from Franklin and Marshall College.

Glenn Hickey is Executive Vice President of the Company and has served in such capacity since January 2019. In addition, Mr. Hickey was named President, Callaway Golf Sales in March 2023 and leads global sales and marketing for Callaway golf clubs and balls, branded apparel and performance gear. Mr. Hickey joined the Company in 1991 and was a top-producing Inside Sales Representative for seven years prior to being promoted to Inside Sales - National Account Manager in March 1997, Regional Sales Manager - East United States in November 2002, Director of Special Markets in June 2006, Vice President, Special Markets and Mass Merchants in August 2008, Senior Vice President, Americas Sales in July 2012, and Executive Vice President of the Company in January 2019. Prior to joining the Company, Mr. Hickey was a bond trader for four years in the Los Angeles and New York offices of First Interstate Bank through its transition to Wedbush Securities. He completed a Financial Analysis for Non-Financial Managers certification from the University of Chicago, Graduate School of Business and he currently serves as a board member for the San Diego Junior Golf Association. Mr. Hickey received a B.S. in Business Administration from San Diego State University.

Mark F. Leposky is Executive Vice President and Chief Supply Chain Officer of the Company. Mr. Leposky previously served as Executive Vice President of Global Operations from January 2019 until his appointment to Chief Supply Chain Officer in March 2023. Prior to January 2019, he served as Senior Vice President, Global Operations since April 2012. Mr. Leposky is responsible for all areas of our global supply chain including product development, engineering, manufacturing, supply chain planning, program management, purchasing, and transportation and logistics, as well as leadership of the ball and performance gear categories, inclusive of the OGIO brand. Since May 2024, Mr. Leposky has also served on the board of directors of Flux Power Holdings, Inc. Prior to joining the Company, Mr. Leposky served from 2005 until 2011 as co-founder, President and Chief Executive Officer of Gathering Storm Holding Company, LLC/ TMAX Gear LLC (collectively, "TMAX"), which, as exclusive licensee, designed, developed, manufactured, and distributed accessory products for TaylorMade-Adidas Golf. Prior to that, Mr. Leposky served as the Chief Supply Chain Officer for Fisher Scientific International, Chief Operations Officer for TaylorMade-Adidas Golf, and in senior management roles with The Coca-Cola Company and the United Parcel Service Company. Mr. Leposky began his career serving as a United States Army and Army National Guard Infantry Officer (Rank Major) and received an M.B.A. from the Keller Graduate School of Management and a B.S. in Industrial Technology from Southern Illinois University.

Angela J. Deskins is the Executive Vice President and Chief People Officer of the Company and has served in such capacity since January 2026. Ms. Deskins is responsible for the Company's global human resources, including human capital strategy and systems, talent acquisition and retention, learning and development, total rewards, and compliance. Ms. Deskins previously served as Senior Vice President and Chief People Officer of Callaway Golf from September 2025 through January 2026 and as Vice President of Human Resources for TravisMathew from February 2023 through September 2025. Prior to joining the Company, Ms. Deskins spent over 11 years in various human resources roles with Adidas, including serving as Vice President of Human Resources from February 2022 through February 2023 and Senior Director of Human Resources from April 2019 through February 2022. Ms. Deskins holds a B.A. in International Relations from Michigan State University and an M.B.A. from the University of Portland. Ms. Deskins also holds a Senior Professional in Human Resources certification from the Human Resource Certification Institute.

Timothy R. Reed is the Company's Executive Vice President of Research and Development and Tour and has served in such capacity since February 2026. Mr. Reed is responsible for product research and development in the Company's golf equipment business and relations with professional golfers and tours. Prior to his current role, Mr. Reed served as the Company's Senior Vice President of Research and Development and Tour from 2022 to 2026 and Senior Vice President of Global Sports Marketing from 2016 to 2022. Mr. Reed joined Callaway Golf as the Senior Vice President of Product Strategy in January 2013 and held that role until 2016. Previously, Mr. Reed served as Vice President of Research and Development for Adams Golf, Vice President of Research and Development for TearDrop Golf Company and Vice President of Research and Engineering for Tommy Armour/Odyssey Golf prior to the Company's acquisition of Odyssey Golf. Mr. Reed holds a B.S. in Mechanical Engineering from Pennsylvania State University.

Information with respect to our employment agreements with the Chief Executive Officer, Chief Financial Officer and Chief Legal Officer and other named executive officers will be contained in our definitive Proxy Statement in connection with the 2026 Annual Meeting of Shareholders. In addition, copies of the employment agreements for all the executive officers are included as exhibits to this report.

ACCESS TO THE SEC FILINGS THROUGH COMPANY WEBSITE

Interested readers can access our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") through the Investor Relations section of our website at <https://ir.callawaygolf.com>. These reports can be accessed free of charge from our website as soon as reasonably practicable after we electronically file such materials with, or furnish them to the Commission. In addition, our Corporate Governance Guidelines, Code of Conduct and the written charters of the committees of the Board of Directors are available in the Corporate Governance portion of the Investor Relations section of our website and are available in print to any shareholder who requests a copy. We also use our Investor Relations website as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Investors should monitor such website, in addition to following our press releases, SEC filings and public conference calls and webcasts. The information contained on our website shall not be deemed to be incorporated into this report.

Item 1A. Risk Factors

Certain Factors Affecting Callaway Golf Company

Our business, operations and financial condition are subject to various risks and uncertainties. We urge you to carefully consider the risks and uncertainties described below, together with all of the other information in this Annual Report on Form 10-K, including those risks set forth under the heading entitled "Important Notice to Investors Regarding Forward-Looking Statements," and in other documents that we file with the Commission, before making any investment decision with respect to our securities. If any of the risks or uncertainties actually occur or develop, our business, financial condition, results of operations and future growth prospects could be adversely affected. Under these circumstances, the trading prices of our securities could decline, and you could lose all or part of your investment in our securities.

Risks Related to our Industry and Business

Unfavorable economic conditions, including as a result of inflation or otherwise, could have a negative impact on consumer discretionary spending and therefore negatively impact our results of operations, financial condition and cash flows.

Our products are recreational in nature and are therefore discretionary purchases for consumers. Consumers are generally more willing to make discretionary purchases of golf products during favorable economic conditions and when consumers are feeling confident and prosperous. As a result, demand for our products is highly sensitive to downturns in the economy and the corresponding impact on discretionary consumer spending. Any actual or perceived deterioration or weakness in general, regional or local economic conditions, unemployment levels, the job or housing markets, consumer debt levels or consumer confidence, as well as other adverse economic or market conditions due to inflation or otherwise may lead to customers having less discretionary income to spend on recreational activities, and may result in significant fluctuations and spending patterns year to year. Discretionary spending is also affected by many other factors, including general business conditions, interest rates, the availability of consumer credit, taxes and consumer confidence in future economic conditions. A significant or prolonged decline in general economic conditions, a period of lower discretionary spending or disposable income, or uncertainties regarding future economic prospects that adversely affect consumer discretionary spending, whether in the United States or internationally, could result in reduced sales of our products, which in turn would have a negative impact on our results of operations, financial condition and cash flows.

A reduction in the number of rounds of golf played or in the number of golf participants could adversely affect our sales.

We generate a large majority of our revenues from the sale of golf-related products, including golf clubs, golf balls, golf-related soft goods and golf accessories.

The demand for golf-related products in general, and golf balls in particular, as well as the demand for golf-related soft goods, is directly related to the number of golf participants and the number of rounds of golf being played by these participants. Golf participation is impacted by, among other things, the demographics (including age of golfers), dedication levels, weather and economic conditions. If golf participation decreases or the number of rounds of golf played decreases, the overall dollar volume of the market for golf-related products may not grow or may decline and sales of our products may be adversely affected.

In addition, the demand for golf products and other soft goods and apparel is directly related to the popularity of publications, television channels, social media and other media dedicated to golf, television coverage of golf tournaments and attendance at golf events. We depend on the exposure of our products through advertising and the media or at golf tournaments and events. Any significant reduction in television coverage of, or attendance at, golf tournaments and events or any significant reduction in the popularity of golf magazines or golf television channels, could reduce the visibility of our brand and could adversely affect our sales.

We may have limited opportunities for future growth in sales of golf clubs and golf balls.

In order for us to significantly grow our sales of golf clubs or golf balls, we must either increase our share of the market for golf clubs or golf balls, develop markets in geographic regions historically underrepresented by our products, or the overall market for golf clubs or golf balls must grow. We already have a significant share of worldwide sales of golf clubs and golf balls, and the golf industry is very competitive. As such, gaining incremental market share quickly or at all is difficult. Therefore, opportunities for additional market share may be limited given the challenging and competitive nature of the golf industry, and the overall dollar volume of worldwide sales of golf clubs or golf balls may not grow or may decline.

Any significant changes in U.S. trade or other policies that restrict imports or increase import tariffs could have a material adverse effect on our results of operations.

A significant amount of our products are manufactured in Mexico, China, Vietnam and Bangladesh and other regions outside of the United States. Recently, the U.S. government has implemented substantial changes to U.S. trade policies, including increased tariffs and changes to multilateral trade agreements. Additionally, President Trump has directed various federal agencies to further evaluate key aspects of U.S. trade policy and there has been ongoing discussion and commentary regarding potential significant changes to U.S. trade policies, treaties and tariffs. U.S. trade policy continues to evolve in this regard. These developments, or the perception that any of them could occur, may have a material adverse effect on global economic conditions and the stability of global financial markets, and may significantly reduce global trade and, in particular, trade between the impacted nations and the U.S. These changes could prevent or make it difficult or more expensive for us to obtain the components needed for new products, which could affect our sales. Tariff increases could either negatively impact our costs or require us to increase our prices, which likely would decrease customer demand for our products. Retaliatory tariff and trade measures imposed by other countries could affect our ability to export products and therefore adversely affect our sales. Any significant changes in current U.S. trade or other policies that restrict imports or increase import tariffs could have a material adverse effect upon our results of operations.

A severe or prolonged economic downturn could adversely affect our customers' financial condition, their levels of business activity and their ability to pay trade obligations.

We primarily sell our golf and apparel products to retailers and to foreign distributors. We perform ongoing credit evaluations of our customers' financial condition and generally require no collateral from these customers. However, a severe or prolonged downturn in the general economy could adversely affect the retail market which in turn, would negatively impact the liquidity and cash flows of customers, including the ability of such customers to obtain credit to finance purchases of our products and to pay their trade obligations. A failure by our customers to pay on a timely basis a significant portion of outstanding accounts receivable balances would adversely impact our results of operations, financial condition and cash flows.

We face intense competition in each of our markets and operating segments, and if we are unable to compete effectively, it could have a material adverse effect on our business, results of operations, financial condition and growth prospects.

We compete against well-known large-scale global golf equipment and apparel manufacturers and retailers, many of whom have significant competitive strengths, including long operating histories, a large and broad consumer base, established customer and supplier relationships, strong brand recognition and greater financial, research and development, distribution, and other resources. There are unique aspects to the competitive dynamic in each of our product categories and markets. Pricing pressures, reduced profit margins or loss of market share or failure to grow in any of our markets, due to competition or otherwise, could materially adversely affect our business, financial condition and results of operations.

With respect to golf equipment sales, we compete with several well-financed competitors with reputable brand names. The golf ball business, in particular, includes one competitor with an estimated U.S. market share of over 50%. New product introductions, price reductions, consignment sales, extended payment terms, "closeouts," including closeouts of products that were recently commercially successful, and significant tour and advertising spending by competitors continue to generate intense market competition.

Our competitors continue to incur significant costs in the areas of advertising, tour and other promotional support. We believe that to be competitive, we also need to continue to incur significant expenses in tour, advertising and promotional support. Unless there is a change in competitive conditions, these competitive pressures and increased costs will continue to adversely affect the profitability of our golf equipment business.

In our Apparel, Gear and Other segment, we face significant competition in every region with respect to each of our product categories and offerings. In most cases, we are not the market leader with respect to our apparel, gear and accessory markets, and many of our competitors have significant competitive advantages, including longer operating histories, larger customer bases, greater brand recognition and greater financial resources. Our competitors may be willing to discount prices and accept lower profit margins to compete with us and, as a result, we may lose market share and sales, or be forced to reduce our prices to meet competition.

If we are unable to successfully manage the frequent introduction of new products that satisfy changing consumer preferences or trends, it could significantly and adversely impact our financial performance and prospects for future growth.

Our success is dependent on our ability to identify, originate, and define product trends as well as to anticipate, gauge and react to changing consumer demands in a timely manner. However, lead times for many of our products may make it more difficult for us to respond rapidly to new or changing product trends or consumer preferences. If we fail to anticipate accurately and respond to trends and shifts in consumer preferences by adjusting the mix of existing product offerings, developing new products, designs, styles and categories, and influencing sports and apparel preferences through extensive marketing, we could experience lower sales, excess inventories, or lower profit margins, any of which could have an adverse effect on our results of operations and financial condition.

Our main golf equipment products, like those of our competitors, generally have life cycles of two-to-three years, with sales occurring at a much higher rate in the first year than in the second and third years. Factors driving these short product life cycles include the rapid introduction of competitive products and consumer demands for the latest technology. In this marketplace, a substantial portion of our annual revenues is generated each year by products that are in their first year of their product life cycle.

For new products to generate equivalent or greater revenues than their predecessors, they must either maintain the same or higher sales levels with the same or higher pricing, or exceed the performance of their predecessors in one or both of those areas. Furthermore, the relatively short window of opportunity for launching and selling new products requires great precision in forecasting demand and assuring that supplies are ready and delivered during the critical selling periods. Finally, the rapid changeover in products creates a need to monitor and manage the closeout of older products both at retail and in our own inventory. Should we not successfully manage the frequent introduction of new products that satisfy consumer demand, our results of operations, financial condition and cash flows could be significantly adversely affected.

Our apparel, gear and other business faces risks associated with changing consumer tastes and preferences and fashion trends.

Our apparel, gear and other business is subject to pressures from changing consumer tastes and preferences on a global level and, as a result, we are dependent on our ability to timely introduce products and services that anticipate and/or satisfy such preferences.

Changes in consumer preferences, consumer purchasing behavior, consumer interest in recreational or other outdoor activities, and fashion trends could have a significant effect on our sales. Our success depends on our ability to identify and originate product trends as well as to anticipate, gauge and react to changing consumer demands and buying patterns in a timely manner. However, significant lead times for many of our products, including Callaway Golf, OGIO and TravisMathew-branded products, may make it more difficult for us to respond rapidly to new or changing product trends or consumer preferences. All of our products are subject to changing consumer preferences that cannot be predicted with certainty. Our new products may not receive consumer acceptance as consumer preferences could shift rapidly to different types of lifestyle products or away from these types of products altogether, and our future success depends in part on our ability to anticipate and respond to these changes. In addition, decisions about product designs often are made far in advance of consumer acceptance. If we or our customers fail to anticipate and respond to consumer preferences or fail to respond in a timely manner or if we or our customers are unable to effectively navigate a transforming retail marketplace, we could suffer reputational damage to our products and brands and may experience lower sales, excess inventories and lower profit margins in current and future periods, any of which could materially adversely affect our business, financial condition and results of operations.

Our golf equipment business and our apparel, gear and other business each have a concentrated customer base. The loss of one or more of our top customers could have a significant effect on our sales.

On a consolidated basis, no single customer accounted for more than 10% of our consolidated revenues in 2025, 2024 or 2023. Our top five customers accounted for approximately 21%, 22% and 23% of our consolidated revenues in 2025, 2024 and 2023, respectively.

Our top five customers specific to each operating segment represented the following as a percentage of each segment's total net sales:

- Golf Equipment top five customers accounted for approximately 24%, 26% and 25% of total consolidated Golf Equipment sales in 2025, 2024 and 2023, respectively; and
- Apparel, Gear and Other top five customers accounted for approximately 25%, 24% and 26% of total consolidated Apparel, Gear and Other sales in 2025, 2024 and 2023, respectively.

Consolidation of retailers or concentration of retail market share among a few retailers may increase and concentrate our credit risk, putting pressure on our margins and our ability to sell products relating to our golf equipment and apparel, gear and other business segments.

The off-course golf equipment and apparel, gear and other retail markets in some countries, including the United States, are dominated by a few large retailers. Certain of these retailers have in the past increased their market share and may continue to do so in the future by expanding through acquisitions and construction of additional stores. Consolidation of our retailers may result in a concentration of our credit risk with a smaller set of retailers, any of whom may experience declining sales or a shortage of liquidity as well as result in larger retailers gaining increased leverage, which would increase the risk that their outstanding payables to us may not be paid. Consolidation may also result in larger retailers gaining increased leverage, which may impact our margins. In addition, increasing market share concentration among one or a few retailers in a particular country or region increases the risk that if any one of them substantially reduces their purchases of our products, we may be unable to find a sufficient number of other retail outlets for our products to sustain the same level of sales. Any reduction in sales by our retailers could materially adversely affect our business, financial condition and results of operations.

Changes in equipment standards under applicable Rules of Golf, including new rules intended to reduce distances through limitations on golf ball specifications, could adversely affect our business.

We seek to have our new golf club and golf ball products satisfy the standards published by the United States Golf Association (the "USGA") and The Royal and Ancient Golf Club of St. Andrews (the "R&A" and, together with the USGA, the "Governing Bodies") in the Rules of Golf because these standards are generally followed by golfers, both professional and amateur, within their respective jurisdictions. The USGA publishes rules that are generally followed in the United States, Canada and Mexico, and The R&A publishes rules that are generally followed in most other countries throughout the world. However, the Rules of Golf as published by The R&A and the USGA are virtually the same and are intended to be so pursuant to a Joint Statement of Principles issued in 2001.

In the future, existing standards may be altered in ways that adversely affect the sales of our current or future products. If a change in rules were adopted and caused one or more of our current or future products to be nonconforming, our sales of such products would be adversely affected. For example, in December 2023, the Governing Bodies adopted a rule change relating to the testing conditions used to prove a golf ball's conformance with the applicable rules. The rule change is to be effective in January 2028 for professional golfers and January 2030 for recreational golfers. This revision to golf ball testing is expected to result in reduced distances for all golfers, which may increase the difficulty of the game, and thereby reduce the enjoyment of golf participants. If, as a result, golf becomes less popular, the number of golf participants and the number of rounds of golf being played may decrease, and sales of our products may be adversely impacted. In addition, we will be required to develop new golf ball products to comply with the new testing conditions. If our new golf ball designs do not achieve market success at least equal to our current golf ball products, our golf ball sales may be adversely affected. Any reduction in our golf ball sales or in golf participation as a result of the golf ball rollback or otherwise may have a material adverse effect on our results of operations, financial condition and cash flows.

Our sales and business could be materially and adversely affected if professional athletes, celebrities and other endorsers do not endorse or use our products, or if the professional athletes, celebrities and other endorsers using our products receive less or negative publicity.

We establish relationships with professional athletes, celebrities and other endorsers in order to evaluate and promote our branded products, including members of the various professional golf tours, and other celebrities. While most endorsers fulfill their contractual obligations, some have been known to stop using a sponsor's products despite contractual commitments. If certain of our endorsers were to stop using our products contrary to their endorsement agreements, or if any such endorser is or becomes the subject of negative publicity, our business could be adversely affected in a material way by the negative publicity or lack of endorsement.

We believe that professional usage of our golf clubs and golf balls contributes to retail sales. We therefore spend a significant amount of money to secure professional usage of our products. Many other companies, however, also aggressively seek the patronage of these professionals and offer many inducements, including significant cash incentives and specially designed products. There is a great deal of competition to secure the representation of tour professionals. As a result, it is expensive to attract and retain such tour professionals. The inducements offered by other companies could result in a decrease in usage of our products by professional golfers or limit our ability to attract other tour professionals.

In July 2022, LIV Golf, a competitor to the PGA Tour, launched its inaugural season. Some professional golfers who endorse, and have in the past endorsed, our products elected to compete on the LIV Golf tour. The professional golf landscape continues to evolve, and there can be no assurance that alternative professional golf leagues, such as LIV Golf, will generate audience levels, media exposure, or sponsorship engagement comparable to the PGA Tour. Continued fragmentation of professional golf events, evolving broadcast rights structures, and shifting media consumption patterns may affect the relative visibility of our products.

A decline in the level of professional usage of our products or the amount of publicity received by our professional endorsers, or a significant increase in the cost to attract or retain endorsers, could have a material adverse effect on our sales and business.

Our business depends on strong brands and related reputations, and if we are not able to maintain and enhance our brands or preserve our strong reputation, our sales may be adversely affected.

Our brands have worldwide recognition, and our success depends in large part on our ability to maintain and enhance our brand image and reputation. Maintaining, promoting and enhancing our brands may require us to make substantial investments in areas such as product innovation, product quality, intellectual property protection, marketing and employee training, and these investments may not have the desired impact on our brand image and reputation. Our business could be adversely impacted if we fail to achieve any of these objectives or if the reputation or image of any of our brands are tarnished or receives negative publicity. Any incident that erodes our public image or brand integrity, could significantly impair the value of our brand and our ability to generate revenue.

In addition, adverse publicity about regulatory or legal action against us could damage our reputation and brand image, undermine consumer confidence in us and reduce long-term demand for our products and services, even if the regulatory or legal action is unfounded or not material to our operations. Also, as we seek to grow our presence in existing, and expand into new, geographic or product markets, consumers in these markets may not accept our brand image and may not be willing to pay a premium to purchase our products as compared to other brands. We anticipate that as we continue to grow our presence in existing markets and expand into new markets, further developing our brands may become increasingly difficult and expensive. If we are unable to maintain or further develop the image of our brands, it could materially adversely affect our business, financial condition and results of operations.

In addition, there has been a marked increase in the use of social media platforms and other forms of internet-based communications that provide individuals and businesses with access to a broad audience of consumers and other interested persons. The availability of information on social media platforms is virtually immediate, as is the potential impact to affected individuals and businesses. Many social media platforms immediately publish the content posted by their subscribers and participants, often without filters or checks on the accuracy of the content posted. Accordingly, the use of social media vehicles by us and our customers or other third parties, such as professional athletes, celebrities and other social influencers, could increase costs, lead to litigation or result in negative publicity that could damage our brand or reputation and have a material adverse effect on our business, financial condition and results of operations.

Our retail operations are subject to various factors that pose risks and uncertainties and which could adversely impact our financial condition and operating results.

We operate retail locations of our TravisMathew and golf apparel businesses, which are subject to various factors that pose risks and uncertainties and which could adversely impact our financial condition and operating results. Such factors include, but are not limited to, macro-economic factors that could have an adverse effect on retail activity generally; our ability to successfully manage retail operations and a disparate retail workforce across various jurisdictions; our ability to successfully open and maintain new retail stores in new markets; governmental restrictions or public safety measures resulting in such retail stores operating in a more limited capacity and with fewer in-person customers; to manage costs associated with retail store operations and fluctuations in the value of retail inventory; to manage relationships with existing retail partners; and to obtain and renew leases in quality retail locations at a reasonable cost and on reasonable and customary terms.

If we are unsuccessful at executing the divestiture and transition of a 60% stake in our Topgolf and Toptracer businesses to Leonard Green & Partners, L.P. (“Leonard Green”) or our Jack Wolfskin business to ANTA Sports Products Limited (“Anta Sports”), our business and results of operations may be materially adversely affected and our ability to invest in and grow our business could be limited.

We have experienced, and may continue to experience, changes in our business with the divestiture of a 60% stake in the Topgolf and Toptracer businesses to Leonard Green and the sale of our Jack Wolfskin business to Anta Sports. These changes have involved significant changes in our strategic direction, as we shift our focus to our golf equipment, gear and apparel businesses. Changes of this type can be disruptive, result in the loss of focus and employee morale, and make the execution of business strategies more difficult. In connection with our divestiture of a 60% stake in Topgolf, we have made commitments to provide transition services and long-term warehousing support services to Topgolf. In connection with our sale of Jack Wolfskin, we have entered into a transition services agreement pursuant to which we both provide and receive services from Jack Wolfskin and Anta Sports. Each of these agreements may involve unexpected costs or consequences. If we do not succeed in these efforts, or if these efforts are more costly or time-consuming than expected, our business, results of operations, and financial condition may be materially adversely affected, which could limit our ability to invest in and grow our business.

We are a non-controlling minority owner of Topgolf and therefore have limited ability to influence its strategy, operations, capital allocation, or timing and amount of distributions, which could adversely affect the value of our investment and our financial results.

Following our sale of a 60% stake in the Topgolf and Toptracer business in January 2026, we no longer control Topgolf’s day-to-day operations or strategic decisions and instead rely on specified governance, consent and information rights. As a result, Topgolf may pursue initiatives or capital structures that differ from our objectives, including acquisitions, dispositions, indebtedness, equity issuances or cost structures that we cannot prevent, which could negatively impact the value of our minority stake and the timing or amount of any cash distributions to us. Our minority position also reduces our visibility and influence over Topgolf’s internal controls, financial reporting, and operational practices. We therefore depend on Topgolf’s maintenance of effective controls and compliance with applicable standards, and any control or compliance failures at Topgolf could adversely affect our reported results and reputation. Furthermore, certain of our governance, consent and information rights are only applicable for so long as we continue to maintain certain specified levels of equity ownership of Topgolf.

In addition, if Topgolf’s performance deteriorates due to macroeconomic conditions, seasonality, weather events, cost inflation, staffing shortages and wage pressures, venue selection challenges, permitting or construction delays, lease or real estate cost increases, guest health and safety events, supply chain disruptions, technology outages or cyber/privacy incidents, international expansion challenges, changes in laws and regulations or other venue-level factors, the value of our investment could decline, and we could be required to record non-cash charges, including impairments, that would adversely affect our results of operations. We are also party to commercial and transition arrangements with Topgolf that introduce counterparty performance and compliance risks, potential disputes, and incremental costs that could adversely affect our operations if Topgolf underperforms or fails to perform. Further, any adverse publicity or brand issues at Topgolf (including franchisee locations) could harm the value of our investment and indirectly impact our brands.

Our investment in Topgolf is subject to transfer restrictions, governance terms, and other contractual limitations that could delay, limit, or reduce our ability to monetize the investment or otherwise realize anticipated value.

Pursuant to the Topgolf Operating Agreement, until January 2028, we are restricted from transferring our interests in Topgolf, except to certain permitted transferees or in connection with customary drag along and tag along rights, without the unanimous prior written consent of the board of managers of Topgolf. As a result, if specified conditions are met, we may be compelled to sell our interest in Topgolf on terms and timing not of our choosing as a result of certain drag-along provisions. Following January 1, 2028, other than certain exceptions, transfers of our equity interests are subject to rights of first offer as well as tag-along rights. These restrictions may affect pricing and terms, and prevent or delay sales of our equity interests at desired times or on acceptable terms. Market conditions may deteriorate during restricted periods, which could reduce the proceeds we realize or result in an inability to monetize the investment when we otherwise would have sought to do so. Our inability to dispose of our minority investment on acceptable terms or a downward adjustment to, or impairment of, the value of the investment could have a material adverse effect on our business, financial condition and results of operations.

International political instability and terrorist activities may decrease demand for our products and services and disrupt our business.

Terrorist activities, armed conflicts and state-sponsored hostilities could have an adverse effect on the United States or worldwide economy and could cause decreased demand for our products as consumers' attention and interests are diverted from golf and become focused on issues relating to these events. If such events disrupt domestic or international air, ground or sea shipments, or the operation of our manufacturing facilities, our ability to obtain the materials and components necessary to manufacture our products and to deliver customer orders would be harmed, which would have a significant adverse effect on our results of operations, financial condition and cash flows. Such events can also negatively impact tourism, which could adversely affect our sales to retailers at resorts and other vacation destinations. In addition, the occurrence of political instability, terrorist activities, or both generally restricts travel to and from the affected areas, making it more difficult in general to manage our international operations. In particular, in recent years, the conflicts in Eastern Europe and the Middle East, along with the ongoing attacks by Houthi groups near the Suez Canal have and may continue to adversely impact macroeconomic conditions, give rise to regional instability and result in heightened economic sanctions from the U.S. and the international community in a manner that adversely affects our business.

Our business could be harmed by the occurrence of natural disasters, pandemics or other emergencies.

The occurrence of a natural disaster, such as an earthquake, tsunami, fire, flood or hurricane, the outbreak of a pandemic disease or other emergencies could significantly adversely affect our business. A natural disaster or a pandemic disease could significantly adversely affect both the demand for our products as well as the supply of the components and materials used to make our products. Demand for golf products could be negatively affected as consumers in the affected regions restrict their recreational activities and as tourism to those areas declines. In addition, during a pandemic, domestic and international governmental authorities around the world may issue orders, mandates, decrees and directives, including travel restrictions, "stay-at home" orders and "social distancing" measures and business shutdowns that may negatively impact our customers' ability to access our retail locations. These measures have adversely affected and in the future may adversely affect our workforce, customers, consumer sentiment, economies, and financial markets.

If our suppliers experienced a significant disruption in their business as a result of a natural disaster, pandemic, or other emergency, our ability to obtain the necessary components to make our products could be significantly adversely affected. The occurrence of a natural disaster or the outbreak of a pandemic disease may also restrict travel to and from the affected areas, making it more difficult in general to manage our operations, including an inability or difficulty in obtaining a supply of components and materials used to make our products. For example, we use various contract manufacturers in Asia for the production of our non-urethane golf balls, including Launch Technologies, which provided a significant portion of our non-urethane golf ball supply. In September 2023, there was a fire at the Launch Technologies golf ball manufacturing plant in Pintung County, Taiwan. A portion of our value-oriented golf balls were manufactured in the facility that was directly impacted by the fire. The majority of the golf balls supplied to us by Launch Technologies were manufactured in a separate dedicated facility that was not directly impacted by the fire. However, this separate facility was not operational for nearly six months following the fire, due to both the ongoing investigation and certain shared resources. Accordingly, we were required to source golf ball production from alternative manufacturing facilities. If, in a future natural disaster or other emergency, we are not able to arrange for alternative sources of supply, our business and results of operations may be adversely affected.

To the extent a natural disaster, pandemic or other emergency adversely affects our business, financial condition and results of operations, it may also have the effect of heightening many of the other risks described in this Item 1A and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” under Item 7 below, including, without limitation, risks relating to changes in demand for our products and services or the supply of the components and materials used to make our products, level of indebtedness, need to generate sufficient cash flows to service our indebtedness, ability to comply with the obligations and financial covenants contained in our existing credit facilities, availability of adequate capital, the ability to execute our strategic plans, U.S. trade, tax or other policies that restrict imports or increase import tariffs, ability to successfully operate our expanding retail stores and regulatory restrictions.

Our business is subject to both seasonal and non-seasonal fluctuations, unusual or severe weather conditions and droughts which could result in fluctuations in our operating results and stock price.

Our business is subject to both seasonal and non-seasonal fluctuations. In the golf equipment business, our first-quarter sales generally represent our sell-in to the golf retail channel of our golf club products for the new golf season. Our second and third-quarter sales generally represent reorder business for golf clubs. Sales of golf clubs during the second and third quarters are significantly affected not only by the sell-through of our products that were sold into the channel during the first quarter but also by the sell-through of products by our competitors. Retailers are sometimes reluctant to reorder our products in significant quantities when they already have excess inventory of products from us or our competitors. Our golf ball sales are generally associated with the number of rounds played in the areas where our products are sold. Therefore, golf ball sales tend to be greater in the second and third quarters, when the weather is good in most of our key regions and the number of rounds played increases. Golf ball sales are also stimulated by product introductions as the retail channel takes on initial supplies. Like those of golf clubs, reorders of golf balls depend on the rate of sell-through. Our golf-related sales during the fourth quarter are generally significantly less than those of the other quarters because in many of our key regions fewer people are playing golf during that time of year due to cold weather. Furthermore, we generally announce our new golf product line in the fourth quarter to allow retailers to plan for the new golf season. Such early announcements of new products could cause golfers, and therefore our customers, to defer purchasing additional golf equipment until our new products are available. Such deferments could have a material adverse effect on sales of our current products or result in closeout sales at reduced prices.

Our apparel business is expected to experience stronger revenue during different times of the year than our golf-related business. A portion of the sales of our apparel products are dependent in part on the weather and are likely to decline in years in which weather conditions do not stimulate demand for our apparel products. Periods of unseasonably warm weather in the fall or winter or unseasonably cold weather in the spring and summer could have a material adverse effect on our business, financial condition and results of operations. Unintended inventory accumulation by customers resulting from unseasonable weather in one season generally negatively affects orders in future seasons, which could have a material adverse effect on our business, financial condition and results of operations.

In addition, due to the seasonality of our business, our business can be significantly adversely affected by unusual or severe weather conditions and by severe weather conditions caused by climate change. Unfavorable weather conditions generally result in fewer golf rounds played, which generally results in reduced demand for all golf products, and in particular, golf balls. Furthermore, extreme storms or temperatures, or droughts or other water shortages, may negatively affect golf rounds played both during the weather event or shortage and afterward, as golf courses damaged by storms or shortages are repaired, and golfers may focus on repairing other damage to their homes, businesses and communities. Consequently, sustained adverse weather conditions could materially affect our sales across our different business lines.

Our current senior management team and other key executives are critical to our success, and the loss of, and failure to adequately replace, any such individual could significantly harm our business.

Our ability to maintain our competitive position is dependent to a large degree on the efforts and skills of senior officers. Our executives are experienced and highly qualified with strong reputations in our industries, and we believe that our management team enables us to pursue our strategic goals. The success of our business is dependent upon the management and leadership skills of our senior management team and other key personnel. Competition for these individuals’ talents is intense, and we may not be able to attract and retain a sufficient number of qualified personnel in the future. The loss of one or more of these senior officers could have a material adverse effect on us and our ability to achieve our strategic goals.

We may face increased labor costs or labor shortages that could slow growth and adversely affect our business, results of operations and financial condition.

Labor is a significant component in the cost of operating our business. If we face labor shortages or increased labor costs because of increased competition for employees, higher employee turnover rates, increases in the federally-mandated or state-mandated minimum wage, changes in exempt and non-exempt status, or other employee benefits costs (including costs associated with health insurance coverage or workers' compensation insurance), our operating expenses could increase and our growth could be adversely affected.

Furthermore, the successful operation of our business depends upon our ability to attract, motivate and retain a sufficient number of qualified executives, managers and skilled employees. Shortages of skilled labor may make it increasingly difficult and expensive to attract, train and retain the services of a satisfactory number of qualified employees. Furthermore, competition for qualified employees, particularly in markets where such shortages exist, could require us to pay higher wages, which could result in higher labor costs. Accordingly, if we are unable to recruit and retain sufficiently qualified individuals, our business, results of operations, financial condition and growth prospects could be materially and adversely affected.

Some, but not all, of our employees are currently covered under collective bargaining agreements. In the future, additional employees may elect to be represented by labor unions. If a significant number of additional employees were to become unionized and collective bargaining agreement terms were significantly different from current compensation arrangements, it could adversely affect our business, financial condition or results of operations. In addition, a labor dispute involving some or all employees may harm our reputation, disrupt operations and reduce revenue, and resolution of disputes may increase costs.

In addition, immigration reform remains a focus of the current U.S. administration. Executive or regulatory actions by the administration, as well as new legislation may contain provisions that could increase our costs in recruiting, training and retaining employees.

Certain of our stockholders, if they choose to act together, have the ability to significantly control or influence all matters submitted to stockholders for approval.

As of December 31, 2025, PEP TG Investments LP ("Providence"), DDFS Partnership LP and Dundon 2009 Gift Trust (together, "Dundon"), TGP Investors, LLC, TGP Investors II, LLC, WestRiver Management, LLC, Anderson Family Investments, LLC and TGP Advisors, LLC (together, "WestRiver"), each of whom acquired shares of our common stock in connection with the merger with Topgolf in 2021, owned, in the aggregate, approximately 21.9% of our capital stock. Following a sale by Providence of our common stock in January 2026, Providence, Dundon and WestRiver own, in the aggregate, approximately 16.5% of our capital stock. Erik J Anderson is affiliated with WestRiver, and serves on our Board. In addition, pursuant to a stockholders agreement entered into with certain former Topgolf stockholders in connection with the merger, Providence and certain former Topgolf stockholders affiliated with Dundon and WestRiver have the right to designate one person (for a total of three persons) to be nominated for election to our Board for so long as such stockholder maintains beneficial ownership of 50% or more of the shares of our common stock owned by them on the closing date of the merger. Commencing in April 2023, WestRiver no longer held sufficient shares to maintain its right to designate a nominee for director. However, Mr. Anderson continues to serve on the Board. Commencing in January 2026, Providence no longer held sufficient shares to maintain its right to designate a nominee for director.

Nonetheless, if these stockholders were to choose to act together, they would be able to significantly influence all matters submitted to our stockholders for approval, as well as our management and affairs. This concentration of ownership may have the effect of delaying, deferring or preventing a change in control, impeding a merger, consolidation, takeover or other business combination involving us or discouraging a potential acquiror from making a tender offer or otherwise attempting to obtain control of our business, even if such a transaction would benefit other stockholders.

Risks Related to Operations, Manufacturing, and Technology

We have significant international operations and are therefore exposed to risks associated with doing business globally.

We sell and distribute our products directly in many key international markets in Europe, Asia, North America and elsewhere around the world. These activities have resulted and will continue to result in investments in inventory, accounts receivable, employees, corporate infrastructure and facilities. In addition, there are a limited number of suppliers of golf club components in the United States, and we are dependent on suppliers and vendors located outside of the United States. The operation of foreign distribution in our international markets, as well as the management of relationships with international suppliers and vendors, will continue to require the dedication of management and other Company resources. We manufacture most of our products outside of the United States.

As a result of this international business, we are exposed to increased risks inherent in conducting business outside of the United States. These risks include the following:

- increased difficulty in protecting our intellectual property rights and trade secrets;
- unexpected government action or changes in legal or regulatory requirements;
- social, economic or political instability;
- the effects of any anti-American sentiments on our brands or sales of our products or services;
- increased difficulty in ensuring compliance by employees, agents and contractors with our policies as well as with the laws of multiple jurisdictions, including but not limited to the U.S. Foreign Corrupt Practices Act (the “FCPA”), international environmental, health and safety laws, and increasingly complex regulations relating to the conduct of international commerce, including import/export laws and regulations, economic sanctions laws and regulations and trade controls;
- changes in international labor costs and other costs of doing business internationally;
- increased difficulty in controlling and monitoring foreign operations from the United States, including increased difficulty in identifying and recruiting qualified personnel for our foreign operations; and
- increased exposure to interruptions in air carrier or ship services.

Any significant adverse change in these and other circumstances or conditions relating to international operations could have a significant adverse effect on our operations, financial performance and condition.

We have significant international sales and purchases, and unfavorable changes in foreign currency exchange rates could have a significant negative impact on our results of operations.

A significant portion of our purchases and sales are international. As a result, we conduct transactions in various currencies worldwide. We expect our international business, and the number of transactions that are conducted in foreign currencies, to continue to expand. Conducting business in such currencies exposes us to fluctuations in foreign currency exchange rates relative to the U.S. dollar.

Our financial results are reported in U.S. dollars, and as a result, transactions conducted in foreign currencies must be translated into U.S. dollars for reporting purposes based upon the applicable foreign currency exchange rates. Fluctuations in these foreign currency exchange rates therefore may positively or negatively affect our reported financial results and can significantly affect period-over-period comparisons.

The effect of the translation of foreign currencies on our financial results can be significant. We therefore engage in certain hedging activities to mitigate the annual impact of the translation of foreign currencies on our financial results. Our hedging activities can reduce, but will not eliminate, the effects of foreign currency fluctuations. The extent to which our hedging activities mitigate the effects of foreign currency translation varies based upon many factors, including the amount of transactions being hedged. Other factors that could affect the effectiveness of our hedging activities include accuracy of sales forecasts, volatility of currency markets and the availability of hedging instruments. Since the hedging activities are designed to reduce volatility, they not only reduce the negative impact of a stronger U.S. dollar but also reduce the positive impact of a weaker U.S. dollar. Our future financial results could be significantly affected by the value of the U.S. dollar in relation to the foreign currencies in which we conduct business.

Foreign currency fluctuations can also affect the prices at which products are sold in our international markets. We therefore adjust our pricing based in part upon fluctuations in foreign currency exchange rates. Significant unanticipated changes in foreign currency exchange rates make it more difficult for us to manage pricing in our international markets. If we are unable to adjust our pricing in a timely manner to counteract the effects of foreign currency fluctuations, or if we increase our pricing too much to counteract the effects of foreign currency fluctuations, our pricing may not be competitive in the marketplace and our financial results in our international markets could be adversely affected.

Increased costs or decreased availability of finished products, product components, and raw materials could adversely affect our operating results.

The costs and availability of the finished products, product components and raw materials needed in our products and services can be volatile as a result of numerous factors, including inflationary pressures and rising interest rates; general, domestic, and international economic conditions; labor costs; production levels; competition; consumer demand; import duties; tariffs; and currency exchange rates. This volatility can significantly affect the availability and cost of these items for us which could have a material adverse effect on our business, financial condition and results of operations.

The materials, components and ingredients used by us and our suppliers involve raw materials, including synthetic rubber, thermoplastics, zinc stearate, zinc oxide and limestone for the manufacturing of our golf balls, titanium alloys, carbon fiber, steel and tungsten for the assembly of our golf clubs and various fabrics used by suppliers in our apparel business. Significant price fluctuations or shortages in such raw materials or components, including the costs to transport such materials or components, the uncertainty of currency fluctuations against the U.S. dollar, increases in labor rates, interest rates, trade duties or tariffs, and/or the introduction of new and expensive raw materials, could materially adversely affect our business, financial condition and results of operations. The United States and many areas of the world, including areas in which we and our suppliers operate, have recently experienced historically high levels of inflation. In addition, prolonged periods of inflationary pressure on some or all input costs may result in increased costs to produce our products that could have an adverse effect on profits from sales of our products, or require us to increase prices for our products that could adversely affect consumer demand for our products.

If we inaccurately forecast demand for our products, we may manufacture either insufficient or excess quantities, which, in either case, could adversely affect our financial performance.

We plan our manufacturing capacity based upon the forecasted demand for our products, which is very difficult given the manufacturing lead time and the amount of specification involved. For example, we must forecast well in advance not only how many drivers we will sell, but also (1) the quantity of each driver model, (2) the quantity of the different lofts in each driver model, and (3) for each driver model and loft, the number of left-handed and right-handed versions. Forecasting demand for specific soft goods and apparel products can also be challenging due to changing consumer preferences, competitive pressures, and longer supply lead times. The nature of our business makes it difficult to adjust quickly our manufacturing capacity if actual demand for our products exceeds or is less than the forecasted demand. If actual demand for our products exceeds the forecasted demand, we may not be able to produce sufficient quantities of new products in time to fulfill actual demand, which could limit our sales and adversely affect our financial performance. On the other hand, if actual demand is less than the forecasted demand for our products, we could produce excess quantities, resulting in excess inventories and related obsolescence charges that could adversely affect our financial performance.

We depend on a limited number of suppliers for some of the components of our products, and the loss of any of these suppliers could harm our business.

We are dependent on a limited number of suppliers for our golf equipment products. Furthermore, some of our products require specially developed manufacturing techniques and processes or customization which make it difficult to identify and utilize alternative suppliers quickly. In addition, many of our suppliers may not be well capitalized and prolonged unfavorable economic conditions could increase the risk that they will go out of business. If current suppliers are unable to deliver products or components, or if we are required to transition to other suppliers, we could experience significant production delays or disruption to our business. Any delay or interruption in such supplies could have a material adverse impact on our golf equipment business. If we experience any such delays or interruptions, we may not be able to find adequate alternative suppliers at a reasonable cost or without significant disruption to our business.

A significant disruption in the operations of our manufacturing and assembly facilities could have a material adverse effect on our sales, profitability and results of operations.

A significant disruption at any of our manufacturing facilities or distribution centers in the United States or in regions outside the United States could materially and adversely affect our sales, profitability and results of operations. For example, in September 2023, there was a fire at the Launch Technologies golf ball manufacturing plant in Pintung County, Taiwan, where a portion of our value-oriented golf balls were manufactured, which required us to shift supply to our Chicopee manufacturing facility and other suppliers. In the future, we may not be able to arrange for alternative sources of supply, and our business and results of operations may be adversely affected.

In addition, our manufacturing facilities and distribution centers are highly automated, which means that their operations are complicated and may be subject to a number of risks related to computer viruses, the proper operation of software and hardware, electronic or power interruptions, and other system failures. Risks associated with upgrading our technology or operational systems or expanding these facilities may significantly disrupt or increase the cost of our operations, which may have an immediate, or in some cases prolonged, impact on our margins and could materially and adversely affect our financial condition, results of operations or cash flows.

A disruption in the service or a significant increase in the cost of our primary delivery and shipping services for our products and component parts or a significant disruption at shipping ports could have a material adverse effect on our business.

Many of our golf equipment and apparel products are manufactured outside of the main sales markets in which we operate, which requires these products to be transported by third parties, sometimes over large geographical distances. We use air carriers and ocean shipping services for most of our international shipments of products and components. We use United Parcel Service or FedEx for substantially all ground shipments of products to our U.S. customers. For a portion of 2022, international shipping to the United States was disrupted and delayed due to congestion in west coast ports. If there is any similar significant interruption in service by such providers or at airports or shipping ports, we may be unable to engage alternative suppliers or to receive or ship goods through alternate sites in order to deliver our products or components in a timely and cost-efficient manner. As a result, we could experience manufacturing delays, increased manufacturing and shipping costs and lost sales as a result of missed delivery deadlines and product demand cycles. Any significant interruption in ground shipping services, air carrier services, ship services or at airports or shipping ports could have a material adverse effect on our business. Furthermore, if the cost of delivery or shipping services were to increase significantly and the additional costs could not be covered by product pricing, our operating results could be materially adversely affected.

We rely on complex information systems for management of our manufacturing, distribution, sales and other functions. If our information systems fail to perform these functions adequately or if we experience an interruption in our operation, including a cybersecurity incident, our business and results of operations could suffer.

All of our major operations, including manufacturing, distribution, sales and accounting, are dependent upon our complex information systems. Our information systems (and information stored therein) are vulnerable to damage or interruption or other compromise, from events including:

- earthquake, fire, flood, hurricane or other natural disasters;
- power loss, computer systems failure, Internet and telecommunications or data network failure; and
- hackers (including through ransomware and social engineering attacks), computer viruses, software bugs, glitches or other cybersecurity incidents.

Any damage or significant disruption in the operation of such systems, the failure of our or our IT vendors' information systems to perform as expected, the failure to successfully integrate the information systems of the businesses that we have recently acquired or any security breach to the information systems (including financial or credit/payment frauds) or other cybersecurity incident would disrupt our business, which may result in decreased sales, increased overhead costs, excess inventory and product shortages and otherwise adversely affect our reputation, operations, financial performance and condition.

Cybersecurity incidents, including cyber-attacks, unauthorized access to, or accidental disclosure of, personal information including payment card information, that we or our vendors collect or store on our behalf may result in significant expense and negatively impact our reputation and business.

There is heightened concern and awareness over the security of personal information transmitted over the Internet, consumer identity theft and data privacy. While we have implemented security measures, our information systems and those of our third party vendors, are nevertheless susceptible to numerous and evolving cybersecurity risks that threaten the confidentiality, integrity and availability of information systems and personal information, proprietary information belonging to our businesses and other confidential information (together, “Sensitive Information”) used in our business, including through electronic or physical computer break-ins, viruses and malware (e.g., ransomware), social engineering/phishing, malicious code, fraud, malfeasance by insiders, human or technological error, misconfigurations, “bugs” and other vulnerabilities in our and our vendors’ software and information systems, and other disruptions and security compromises involving the loss or unauthorized access of Sensitive Information. Remote and hybrid working arrangements at our company (and at many third-party providers) also increase cybersecurity risks due to the challenges associated with managing remote computing assets and security vulnerabilities that are present in many non-corporate and home networks. Additionally, any integration of artificial intelligence in our or any service providers’ operations, products or services is expected to pose new or unknown cybersecurity risks and challenges. Cyberattacks are expected to accelerate on a global basis in frequency and magnitude as threat actors are becoming increasingly sophisticated and technologies and techniques used to obtain unauthorized access to or sabotage systems are constantly evolving, change frequently, and generally are not recognized until after they have been launched against a target. Even if identified, we and our vendors may be unable to adequately investigate, remediate or recover from breaches or cybersecurity incidents, or avoid a material adverse impact to our information systems, Sensitive Information or business, including due to threat actors increasingly using tools and techniques—including artificial intelligence—that circumvent controls, avoid detection, and remove or obfuscate forensic evidence.

We and certain of our third party vendors have and expect to continue to experience cyber-attacks and other incidents in varying degrees. For example, in August 2023, a threat actor obtained access to certain Company systems through social engineering. Customers experienced a temporary outage in e-commerce services, and certain personal information of approximately one million customers was affected, though no full payment card numbers or government identification numbers (such as Social Security numbers) were affected. We notified affected individuals, various regulators and law enforcement as a result.

Moreover, we have acquired and, in the case of Jack Wolfskin and Topgolf, divested, and continue to acquire or divest companies with cybersecurity vulnerabilities and/or are similarly susceptible to the risks described above, which exposes us to significant cybersecurity, operational, and financial risks. Divestitures may include continued involvement in the divested business, such as through transitional or longer-term IT support arrangements following the transaction, and continued provision of information systems or processing of Sensitive Information on behalf of the divested business. For example, in connection with our divestiture of a 60% stake in Topgolf, we have made commitments to provide transition services to Topgolf, and in connection with our sale of Jack Wolfskin, we have entered into a transition services agreement pursuant to which we both provide and receive services from Jack Wolfskin and Anta Sports. There can also be no assurance that our cybersecurity risk management program and processes, including our policies, controls or procedures, will be fully implemented, complied with or effective in protecting our respective information systems and Sensitive Information, or that those of our divested businesses (including Topgolf and Jack Wolfskin) will be fully implemented, complied with or effective. We may not have the same level of oversight or control over such policies, controls or procedures, or the processes for implementing or complying with them. Any cybersecurity incident experienced by Topgolf, Jack Wolfskin or another divested business that we continue to support could impact the confidentiality, integrity and availability of our or our vendor’s information systems or Sensitive Information and could result in significant expense to us and negatively impact our reputation and business.

Any perceived or actual unauthorized or inadvertent disclosure of personal information or adverse impact to the availability, integrity or confidentiality of our information systems or Sensitive Information, whether through a compromise of us or our third party vendors' information systems by an unauthorized party, employee theft, misuse or error, cyber-attack or otherwise, could harm our reputation, impair our ability to attract or retain customers, require us to notify payment brands or cease accepting certain payment cards if payment card information is accessed or compromised, compel us to comply with federal and/or state breach notification laws and foreign equivalents, subject us to costly mandatory corrective action or unexpected liabilities related to contractual obligations, or subject us to regulatory investigations and enforcement actions, claims or litigation (including class actions) arising from damages suffered by consumers, fines and penalties, and/or significant incident response, system restoration and future compliance costs, all of which could adversely affect our operations, financial performance and condition. Any losses, costs or liabilities may not be covered by, or may exceed the coverage limits of, any or all applicable insurance policies, and applicable insurance may not be available to us in the future on economically reasonable terms or at all.

We may be subject to products liability, warranty and recall claims, and our insurance coverage may not cover such claims.

Our products expose us to products liability, warranty and recall claims if the products we manufacture, sell or design actually or allegedly fail to perform as expected, or the use of those products results, or is alleged to result, in personal injury, death or property damage. From time to time, our products may contain manufacturing defects or design flaws that are not detected prior to sale, particularly in the case of new product introductions or upon design changes to existing products. The failure to identify and correct manufacturing defects and product design issues prior to the sale of those products could result in safety-related issues or products liability claims. If we fail to identify and correct a manufacturing defect or design issue prior to sale, we may have to recall our products to address the defect or compliance- or safety-related issues. Because many of our products are sold to retailers for broad consumer distribution and/or to customers who buy in large quantities, there could be significant costs associated with such product recalls, including the potential for customer dissatisfaction that may adversely affect our reputation and relationships with our customers, which may result in lost or reduced sales.

There can be no assurance that we can successfully defend or settle any products liability cases arising from any actual or alleged manufacturing defect or design flaw. Our insurance policies provide coverage against claims resulting from alleged injuries arising from our products sustained during the respective policy periods, subject to policy terms and conditions; however, there can be no assurance that this coverage will be renewed or otherwise remain available in the future, that our insurers will be financially viable when payment of a claim is required, that the cost of our insurance will not increase, that insurance coverage will remain economical to maintain, or that our insurance coverage will be adequate. As a result, an adverse outcome in a products liability case could increase our expenses and harm our business, financial condition and results of operations.

Our growth initiatives require significant capital investments and there can be no assurance that we will realize a positive return on these investments.

Initiatives to upgrade our business processes and investments in technological improvements to our manufacturing and assembly facilities involve many risks which could result in, among other things, business interruptions and increased costs, any of which may result in our inability to realize returns on our capital investment. Expansion of business processes or facilities requires significant capital investment. If we have insufficient sales or are unable to realize the full potential of our capital investment, we may not realize a positive return on our investment, which could impact our margins and have a significant adverse effect on our results of operations, financial condition and cash flows.

Failure to adequately protect or enforce our intellectual property rights could adversely affect our reputation and sales.

The golf equipment and apparel industries, in general, have been characterized by widespread imitation of popular equipment and apparel designs. We primarily rely on patent, copyright, trademark, trade dress, and trade secret laws, as well as contractual arrangements to establish and protect our intellectual property. We have an active program of monitoring, investigating and enforcing our proprietary rights against companies and individuals who market or manufacture counterfeits and “knockoff” products for our golf equipment and apparel businesses. We assert our right against infringers of our copyrights, patents, trademarks and trade dress. However, these efforts may not be successful in reducing sales of our products by these infringers. For example, certain unauthorized use of our intellectual property may go undetected, or we may face legal or practical barriers to enforcing our legal rights even where unauthorized use is detected. Furthermore, other golf club manufacturers may be able to produce successful golf clubs which imitate our designs without infringing any of our copyrights, patents, trademarks or trade dress. If we fail to protect such intellectual property rights adequately, we may lose an important advantage in the markets in which we compete. However, these efforts may not be successful or may be ineffective, and any of our intellectual property rights may be challenged, which could result in them being narrowed in scope or declared invalid or unenforceable. Other parties may also independently develop technologies that are substantially similar or superior to ours. We also may be forced to bring claims against third parties, or defend claims that third parties may bring against us, to determine the ownership of what we regard as our intellectual property. There can be no assurance that our intellectual property rights will be sufficient to protect against others offering products, services, or technologies that are substantially similar or superior to ours and that compete with our business. If third parties misappropriate, infringe or otherwise violate our intellectual property, the value of our technologies, image, brand and the goodwill associated therewith may be diminished, our brand may fail to achieve and maintain market recognition, and our competitive position may be harmed, any of which could have a material adverse effect on our business, including revenue.

The absence of internationally harmonized intellectual property laws and different enforcement regimes makes it more difficult to ensure consistent protection of our proprietary rights. Despite our best efforts, we may not be able to secure registrations or protection of our trademarks, patentable inventions, copyrights and other intellectual property in certain foreign jurisdictions and markets due to applicable intellectual property laws and procedures in certain countries. Even if we are able to secure registrations in such foreign countries, our strong international presence may lead to increased exposure to unauthorized copying and use of our proprietary designs. Moreover, policing unauthorized use of our intellectual property may be difficult, expensive and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the United States and where mechanisms for enforcement of intellectual property rights may be weak. Accordingly, despite our efforts, we may be unable to prevent third parties from infringing upon, misappropriating or otherwise violating our intellectual property rights. Our inability to secure or enforce our intellectual property rights could have a material adverse effect on our business, results of operations and financial condition.

We may become subject to intellectual property claims or lawsuits that could cause us to incur significant costs or pay significant damages or that could prohibit us from selling our products.

Our competitors also seek to obtain patent, trademark, copyright or other protection of their proprietary rights and designs for golf clubs, golf balls and other products. From time to time, third parties have claimed or may claim in the future that our products infringe upon their proprietary rights. We evaluate any claim and, where appropriate, have obtained or sought to obtain licenses or other business arrangements. To date, there have been no significant interruptions in our business as a result of any claims of infringement. However, in the future, intellectual property claims could force us to alter our existing products or withdraw them from the market or could delay the introduction of new products.

Various patents have been issued to our competitors in the golf industry and our competitors may assert that our golf products infringe their patent or other proprietary rights. If our golf products are found to infringe third-party intellectual property rights, we may be unable to obtain a license to use such technology, and we could incur substantial costs to redesign our products, withdraw them from the market, and/or to defend legal actions. Such litigation could be costly, time consuming, and distracting to management and could result in the impairment or loss of portions of our intellectual property. Further, our efforts to enforce our intellectual property rights against others may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. If any of the foregoing occurs, our ability to compete could be affected or our business, financial condition and results of operations may be materially adversely affected.

Sales of our products by unauthorized retailers or distributors could adversely affect our authorized distribution channels and harm our reputation.

Some of our products find their way to unauthorized outlets or distribution channels. This “gray market” for our products can undermine authorized retailers and foreign wholesale distributors who promote and support our products, and can injure our image in the minds of our customers and consumers. On the other hand, stopping such commerce could result in a potential decrease in sales to those customers who are selling our products to unauthorized distributors or an increase in sales returns over historical levels. While we have taken some lawful steps to limit commerce of our products in the “gray market” in both the United States and abroad, we have not stopped such commerce.

We rely on research and development, technical innovation and high quality products to successfully compete.

Technical innovation and quality control in the design and manufacturing process is essential to our commercial success. Research and development plays a key role in our technical innovation and competitive advantage. We rely upon experts in various fields to develop and test cutting edge performance products, including artificial intelligence (“AI”). We use AI and machine learning technologies (collectively, “AI Technologies”) for various purposes, including to design and develop portions of our golf clubs. While we believe we are at the forefront of golf equipment innovation, if we fail to continue to introduce technical innovation in our products, are unable to effectively utilize new technologies, such as AI, or cannot develop or offer new technological-driven products as effectively, quickly or cost-efficiently as our competitors, consumer demand for our products could decline, and if we experience problems with the quality of our products, we may incur substantial brand damage and expense to remedy the problems, any of which could materially adversely affect our business, financial condition and results of operations.

A number of aspects of intellectual property protection in the field of AI and machine learning are currently under development, and there is uncertainty and ongoing litigation in different jurisdictions as to the degree and extent of protection warranted for AI and machine learning systems and relevant system input and outputs. The law is also uncertain across jurisdictions regarding the copyright ownership of content that is produced in whole or in part by generative AI tools. If we fail to obtain protection for our intellectual property rights developed using AI Technologies, or later have our intellectual property rights invalidated or otherwise diminished, our competitors may be able to take advantage of our research and development efforts to develop competing products which could adversely affect our business, reputation and financial condition. See “*Failure to adequately protect or enforce our intellectual property rights could adversely affect our reputation and sales.*”

We expect that increased investment will be required in the future to continuously improve our use of AI Technologies. In addition, as with many technological innovations, there are significant risks involved in developing, maintaining and applying AI and similar cutting edge technologies, and there can be no assurance that the usage of such technologies will always enhance our products or services or be beneficial to our business, including our efficiency or profitability. In particular, if AI Technologies are incorrectly designed or implemented and/or are adversely impacted by unforeseen defects, technical challenges, cybersecurity threats or material performance issues, the performance of our products and business, as well as our reputation and the reputations of our customers, could suffer or we could incur liability through the violation of laws or contracts to which we are a party or civil claims.

Our business is subject to risks associated with leasing property subject to long-term, non-cancelable leases.

We typically do not own any real property and generally lease properties associated with the TravisMathew retail business. Payments under non-cancelable leases account for a portion of operating expenses, and we expect to lease new properties in the future. Historically, our leases typically provide for escalating rent provisions over the initial term and any extensions. We generally cannot cancel these leases without substantial economic penalty. If an existing or future retail location is not profitable, and we decide to close it, we may nonetheless be committed to perform our obligation under the applicable lease, including, among other things, paying all or a portion of the base rent for the remainder of the lease term, unless we are unable to negotiate a termination agreement with the applicable landlord, which we cannot guarantee that we will be able to do without incurring significant additional payment and other obligations or at all.

Risks Related to Regulations

We are subject to many federal, state, local and foreign laws, as well as other statutory and regulatory requirements, with which compliance is both costly and complex. Failure to comply with, or changes in these laws or requirements, could have an adverse impact on our business.

We are subject to extensive federal, state, local and foreign laws and regulations, as well as other statutory and regulatory requirements, including, among others:

- employment regulations;
- the ADA and similar state laws;
- data privacy, direct marketing and cybersecurity laws;
- environmental, health and human safety laws and regulations;
- laws and regulations related to advertising and consumer protection;
- FCPA and other similar anti-bribery and anti-kickback laws; and
- laws regarding sweepstakes and promotional contests.

We are also subject to U.S. financial services regulations, a myriad of consumer protection laws, including economic sanctions, laws and regulations, anticorruption laws, escheat regulations and data privacy, direct marketing and cybersecurity regulations. We may also become subject to laws relating to our use of AI Technologies in our business. Changes to legal rules and regulations, or interpretation or enforcement of them, could increase our cost of doing business, affect our competitive abilities, and increase the difficulty of compliance. Failure to comply with regulations may have an adverse effect on our business, including the limitation, suspension or termination of services provided to, or by, third parties, and the imposition of penalties or fines.

Failure to comply with the laws and regulatory requirements of applicable federal, state, local and foreign authorities could result in, among other things, revocation of required licenses, administrative enforcement actions, fines and civil and criminal liability. Compliance with all of these laws and regulations, including any future changes in these laws or requirements, can be costly and can increase exposure to litigation or governmental investigations or proceedings.

Compliance with and changes in data privacy laws, regulations, standards and other requirements, and any actual or perceived failure by us to comply with such requirements, may adversely affect our business.

Data privacy is a significant issue in the jurisdictions in which we operate. Global regulatory frameworks for data privacy are rapidly evolving and are likely to continue changing for the foreseeable future. Federal, state and foreign government bodies or agencies have adopted, and may continue to adopt, additional laws, regulations and standards that apply to us and our vendors governing data privacy, direct marketing, cybersecurity, artificial intelligence, consumer protection and other issues related to the processing of personal information. In the United States, these include rules and regulations promulgated under the authority of federal agencies, such as the Federal Trade Commission (“FTC”), state attorneys general and legislatures and consumer protection agencies.

At the federal level, for example, the FTC Act grants the FTC authority to take enforcement actions against “unfair or deceptive practices.” The FTC has interpreted the FTC Act to require companies to handle personal information in compliance with the commitments posted in their privacy policies and to adequately protect personal information. With respect to the use of personal information for direct marketing, advertising and other activities conducted by telephone, email and the Internet, we are subject to the Controlling the Assault of Non-Solicited Pornography and Marketing Act (“CAN-SPAM Act”), which establishes specific requirements for commercial email messages and the Telephone Consumer Protection Act (“TCPA”), which restricts telemarketing and the use of technologies that enable automatic calling and/or SMS messaging without proper consent, and is a highly litigated issue with numerous class action lawsuits filed in recent years resulting in multi-million dollar settlements to the plaintiffs.

Many U.S. states have enacted statutes and rules governing the ways in which businesses like ours may collect, use, and process personal information. For example, we are subject to the California Consumer Privacy Act (“CCPA”), which came into effect in 2020. Other states have also passed and will likely continue to pass similar laws whose restrictions and requirements differ from those of California, and similar laws have been proposed at the federal level as well. Such laws can be enforced by state regulators (and the CCPA has a limited private right of action) and require, amongst other things, disclosures to individuals regarding our processing of personal information, providing rights to access, delete, correct and opt out of certain uses and disclosures of their personal information (including for advertising purposes). These laws have overlapping but conflicting requirements that add complexity and potential legal risk, could make compliance even more challenging, require us to expend significant resources to come into and maintain compliance, restrict our ability to process certain personal information and could result in changes to business practices and policies.

Internationally, many jurisdictions in which we operate in have established or enhanced their own data security and privacy legal frameworks with which we or our partners must comply, including the European Union’s General Data Protection Regulation (“EU GDPR”), the United Kingdom General Data Protection Regulation and Data Protection Act (“UK GDPR”) (the EU GDPR and UK GDPR together referred to as the “GDPR”), which imposes stringent operational requirements, including higher standards for obtaining consent to process personal information. Non-compliance with the GDPR can trigger fines up to the greater of €20 million/£17.5 million or 4% of global turnover, and since we are under the supervision of relevant data protection authorities in both the EU and the UK, we may be fined under both the EU GDPR and the UK GDPR for the same breach. Recent legal developments have created complexity and uncertainty regarding cross-border transfers of personal information outside the EEA and UK, including to the United States. We currently rely on the EU standard contractual clauses, UK Addendum to the EU standard contractual clauses and the UK International Data Transfer Agreement, as relevant, to transfer personal data outside the EEA and the UK with respect to both intragroup and third-party transfers. However, reliance on standard contractual clauses alone may not be sufficient in all circumstances, and we expect the existing legal complexity and uncertainty regarding international personal data transfers to continue. As regulatory guidance and enforcement landscape in relation to data exports continue to develop, we could experience additional costs, complaints and/or regulatory investigations or fines, and/or if we are otherwise unable to transfer personal data between and among countries and regions in which we operate, it could affect the manner in which we provide our products, the geographical location or segregation of our relevant systems and operations, and could adversely affect our operations and financial results.

We are also subject to evolving laws on cookies, tracking technologies and e-marketing. In the European Union and United Kingdom, informed consent is required for the placement of certain cookies or similar tracking technologies on an individual’s device and for direct electronic marketing. Recent European court and regulator decisions are driving increased attention to cookies and similar tracking technologies, which may lead to additional costs and increase our overall risk exposure.

In many jurisdictions, enforcement actions and consequences for noncompliance are also rising. In addition to government regulation, privacy advocates and industry groups may propose new and different self-regulatory standards that either legally or contractually apply to us. The laws and other legal requirements are in some cases new and the interpretation is uncertain, and the continuing changing legal and regulatory landscape could in the future further limit our ability to use, share and process personal information and require changes to our operating model. Any inability or perceived inability to adequately address data privacy and security concerns, even if unfounded, or comply with applicable data privacy, direct marketing, cybersecurity and consumer protection laws, regulations, standards, and other legal requirements (including contractual requirements), could result in additional compliance costs, proceedings (including class actions) and regulatory action, penalties and liability to us, damage to our reputation, an erosion of trust and changes to our business. If any of these events were to occur, our business, results of operations, and financial condition could be materially adversely affected.

Regulations related to “conflict minerals” require us to incur additional expenses and could limit the supply and increase the cost of certain metals used in manufacturing our products.

The Commission’s rules require disclosure related to sourcing of specified minerals, known as conflict minerals, that are necessary to the functionality or production of products manufactured or contracted to be manufactured by public companies. The rules require companies to, under specified circumstances, undertake due diligence, disclose and report whether or not such minerals originated from the Democratic Republic of Congo or an adjoining country. Our products may contain some of the specified minerals. As a result, we incur additional expenses in connection with complying with the rules, including with respect to any due diligence that is required under the rules. In addition, the Commission’s implementation of the rules could adversely affect the sourcing, supply and pricing of materials used in our products. There may only be a limited number of suppliers offering “conflict free” conflict minerals, and we cannot be certain that we will be able to obtain necessary “conflict free” minerals from such suppliers in sufficient quantities or at competitive prices. Because our supply chain is complex, we may also not be able to sufficiently verify the origins of the relevant minerals used in our products through the due diligence procedures that we implement, which may harm our reputation.

We could be adversely affected by any violations of economic sanctions laws and regulations, the FCPA, the U.K. Bribery Act, and other foreign anti-bribery laws.

The FCPA generally prohibits companies and their intermediaries from making improper payments to non-U.S. government officials for the purpose of obtaining or retaining business. Other countries in which we operate also have anti-bribery laws, some of which prohibit improper payments to government and non-government persons and entities, and others (e.g., the FCPA and the U.K. Bribery Act) extend their application to activities outside of their country of origin. Economic and trade sanctions laws and regulations administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, and foreign jurisdictions impose requirements on our operations and may prohibit or restrict transactions in certain countries and with certain designated persons. Our policies mandate compliance with all applicable anti-bribery and sanctions laws. In certain regions of the world, strict compliance with anti-bribery laws may conflict with local customs and practices. In addition, we may conduct business in certain regions through intermediaries over whom we have less direct control, such as subcontractors, agents, and partners (such as joint venture partners). Although we have implemented policies, procedures, and, in certain cases, contractual arrangements designed to facilitate compliance with applicable economic and trade sanctions and anti-bribery laws, our officers, directors, employees, associates, subcontractors, agents, and partners may take actions in violation of our policies, procedures, contractual arrangements, economic sanctions and anti-bribery laws. Any such violation, even if prohibited by our policies, could subject us and such persons to criminal and/or substantial civil penalties or other sanctions, which could have a material adverse effect on our business, financial condition, cash flows, and reputation.

We are subject to environmental, health and safety laws and regulations, which could subject us to liabilities, increase our costs or restrict our operations in the future.

Our properties and operations are subject to a number of environmental, health and safety laws and regulations in each of the jurisdictions in which we operate. These laws and regulations govern, among other things, air emissions, water discharges, handling and disposal of solid and hazardous substances and wastes, soil and groundwater contamination and employee health and safety. Our failure to comply with such environmental, health and safety laws and regulations could result in substantial civil or criminal fines or penalties or enforcement actions, including regulatory or judicial orders enjoining or curtailing operations or requiring remedial or corrective measures, installation of pollution control equipment or other actions. We may also be subject to liability for environmental investigations and cleanups, including at properties that we currently or previously owned or operated, even if we did not cause or know of such contamination, and we may face claims alleging harm to health or property or natural resource damages arising out of contamination or exposure to hazardous substances. Liability under environmental laws has been interpreted to be joint and several unless the harm is divisible and there is a reasonable basis for allocating the responsibility.

We may also be subject to similar liabilities and claims in connection with locations at which hazardous substances, contaminants or wastes we have generated have been stored, treated, otherwise managed, or disposed. As a result, any of these events, and the environmental conditions at or related to our other current or former properties or operations, and/or the costs of complying with current or future environmental, health and safety requirements, could materially adversely affect our business, financial condition and results of operations.

Changing expectations from investors, consumers, employees, regulators, and others regarding our environmental, social and governance practices and reporting could cause us to incur additional costs, devote additional resources and expose us to additional risks, which could adversely impact our reputation, customer attraction and retention, access to capital and employee recruitment and retention.

Companies across all industries face scrutiny related to their environmental, social and governance (“ESG”) practices and reporting. Investors, consumers, employees and other stakeholders have and may in the future focus on ESG practices and place importance on the implications and social cost of their investments, purchases and other interactions with companies.

Through our sustainability initiatives, we are committed to improving our ESG practices and have launched projects, and may from time to time set targets, with respect to improving our ESG practices. Our ability to execute on those projects and meet any targets are subject to risks and uncertainties, many of which are beyond our control, including the evolving regulatory requirements affecting ESG standards and disclosures, in the United States, the European Union and other jurisdictions in which we operate; the availability of suppliers that can meet sustainability, diversity and other ESG standards that we may set; our ability to recruit, develop and retain talent with varied backgrounds; and the availability and cost of sustainable energy and raw materials used in our operations.

If we fail, or are perceived to be failing, to meet the standards included in any ESG disclosure or the expectations of our various stakeholders, it could negatively impact our reputation, customer attraction and retention, access to capital and employee retention. In addition, our failure to comply with any applicable rules or regulations could lead to penalties and adversely impact our reputation, customer attraction and retention, access to capital and employee retention.

Risks Related to Tax and Financial Matters

Changes in tax laws and unanticipated tax liabilities could adversely affect our effective income tax rate and profitability and cash flows.

We are subject to income taxes in the United States and numerous foreign jurisdictions. Our effective income tax rate in the future could be adversely affected by a number of factors, including: changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities, changes in tax laws, and the outcome of income tax audits in various jurisdictions around the world. We regularly assess all of these matters to determine the adequacy of our tax provision.

In addition, new income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time, or interpreted, changed, modified or applied adversely to us, any of which could adversely affect our business operations and financial performance. We are currently unable to predict whether such changes will occur and, if such changes occur, the ultimate impact on our business. To the extent that such changes have a negative impact on us, our suppliers or customers, including as a result of related uncertainty, these changes may materially and adversely impact our business, financial condition, results of operations and cash flows.

Over the past several years, the Organisation for Economic Co-operation and Development (the “OECD”) has been working on a base erosion and profit shifting (“BEPS”) project that seeks to establish certain international standards for taxing the worldwide income of multinational companies. As part of the OECD’s BEPS project, over 130 member jurisdictions of the OECD Inclusive Framework have joined the Two-Pillar Solution to Address the Tax Challenges of the Digitalisation of the Economy, which includes a reallocation of taxing rights among jurisdictions and a global minimum tax rate of 15%. On January 5, 2026, the OECD announced agreement over the “side-by-side” package, which would exempt U.S. multinationals from some of the BEPS project rules (including the 15% global minimum tax). As a result of these developments, the tax laws of certain countries in which we do business could change on a prospective or retroactive basis, and any such changes could increase our liabilities for taxes, interest and penalties, and therefore could materially adversely affect our business, financial condition, results of operations and cash flows.

Our ability to utilize all or a portion of our U.S. net operating losses and certain other tax attributes may be subject to limitations.

We have a significant amount of U.S. federal and state tax assets, which include net operating loss carryforwards (“NOLs”) and tax credit carryforwards. Our ability to utilize our NOLs and tax credits to offset future taxable income and income tax liabilities may be deferred or limited significantly if we were to experience an “ownership change” within the meaning of Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the “Code”). In general, an ownership change will occur if there is a cumulative change in ownership of our stock by “5-percent shareholders” (as defined in the Code) that exceeds 50 percentage points over a rolling three-year period. The determination of whether an ownership change has occurred for purposes of Sections 382 and 383 of the Code is complex and requires significant judgment. The extent to which our ability to utilize our NOLs and tax credits is limited as a result of such an ownership change depends on many variables, including the value of our stock at the time of the ownership change. In addition, we may experience ownership changes in the future as a result of subsequent shifts in our stock ownership, some of which changes are outside of our control. We continue to monitor changes in our ownership. If any further ownership change were to occur in any three-year period and we were limited in the amount of NOLs and tax credits we could use to offset taxable income or liability for income taxes, our results of operations and cash flows may be adversely impacted.

In addition, our NOLs and tax credits acquired in the Topgolf merger are presently expected to be subject to “separate return limitation year” limitations. Separate return limitation year NOLs and tax credits can only be used in years that both the consolidated group and the entity that created such NOLs and tax credits have taxable income or income tax liabilities, which may significantly limit our ability to utilize such NOLs and tax credits in the future.

Our obligations and certain financial covenants contained under our existing credit facilities expose us to risks that could materially and adversely affect our liquidity, business, operating results, financial condition and limit our flexibility in operating our business, including the ability to make any dividend or other payments on our capital stock.

Our primary revolving credit facility is a senior secured asset-based revolving credit facility (as amended, the “2023 ABL Credit Facility”), comprised of a U.S. facility, a Canadian facility and a United Kingdom/Dutch facility, in each case subject to borrowing base availability under the applicable facility. We also maintain a Japan asset-based revolving credit facility, subject to borrowing base availability (as amended, the “2025 Japan ABL Credit Facility”). The amounts outstanding under the 2023 ABL Credit Facility are secured by a first priority lien on certain assets, including cash (to the extent pledged by us), certain intellectual property, certain eligible real estate, inventory and accounts receivable of the Company and its subsidiaries in the United States, Canada, the Netherlands and the United Kingdom (other than certain excluded subsidiaries) and a second-priority lien on substantially all of the Company’s and its subsidiaries’ other assets (other than certain excluded assets). The amounts outstanding under the 2025 Japan ABL Credit Facility are secured by certain assets, including eligible inventory and eligible accounts receivable. The maximum availability under the 2023 ABL Credit Facility fluctuates with the general seasonality of the business, and increases and decreases with the changes in our and our applicable subsidiaries’ assets that are included in the applicable borrowing base, including certain inventory and accounts receivable balances, pledged cash, certain intellectual property and certain eligible real estate.

In addition to the revolving credit facilities described above, we are also the borrower under a senior secured term loan B facility (as amended, the “2023 Term Loan B”) that is guaranteed by our U.S. subsidiaries (other than certain excluded subsidiaries). The 2023 Term Loan B is secured by a first-priority lien on the assets of the obligors thereunder (other than those for which the 2023 ABL Credit Facility has a first-priority lien and certain excluded assets), and a second-priority lien on the assets of the obligors thereunder for which the 2023 ABL Credit Facility has a first-priority lien (other than certain excluded assets).

The 2023 ABL Credit Facility, the 2025 Japan ABL Credit Facility and the 2023 Term Loan B (collectively, the “Facilities”) include certain restrictions including, among other things, restrictions on the incurrence of additional debt, liens, dividends, stock repurchases and other restricted payments, asset sales, investments, mergers, acquisitions and affiliate transactions. Such limitations include restrictions on the amount we can pay in annual cash dividends, including meeting certain restrictions on the amount of additional indebtedness and, in the case of the 2023 ABL Credit Facility, requirements to maintain a certain fixed charge coverage ratio under certain circumstances. If we experience a decline in revenues or adjusted EBITDA, we may have difficulty paying interest and principal amounts due on our Facilities or other indebtedness and meeting certain of the financial covenants contained in the 2023 ABL Credit Facility. If we are unable to make required payments under any of the Facilities, or if we fail to comply with the various covenants and other requirements of any of the Facilities or other indebtedness, we would be in default thereunder, which would permit the holders of the indebtedness to accelerate the maturity thereof, which may also result in a cross-default under other Facilities or other indebtedness. Any default under any of the Facilities or other indebtedness could have a significant adverse effect on our liquidity, business, operating results and financial condition and ability to make any dividend or other payments on our capital stock. See Note 7. “Financing Arrangements” in the Notes to Consolidated Financial Statements in this Form 10-K for further discussion of the terms of the 2023 ABL Credit Facility, the 2025 Japan ABL Credit Facility and the 2023 Term Loan B.

Our ability to generate sufficient positive cash flows from operations is subject to many risks and uncertainties, including future economic trends and conditions, demand for our products and services, foreign currency exchange rates and other risks and uncertainties applicable to us and our business. No assurances can be given that we will be able to generate sufficient operating cash flows in the future or maintain or grow our existing cash balances. If we are unable to generate sufficient cash flows to make our required payment obligations under the Facilities or to fund our business, we will need to increase our reliance on our 2023 ABL Credit Facility for needed liquidity. If our 2023 ABL Credit Facility is not then available or sufficient and we are not able to secure alternative financing arrangements, our future operations would be materially, adversely affected.

We may need to raise additional funds from time to time through public or private debt or equity financings in order to execute our growth strategy.

We may need to raise additional funds from time to time in order to take advantage of opportunities, including the expansion of our business or the acquisition of complementary products, technologies or businesses; develop new products or expand existing lines of business; or respond to competitive pressures.

There can be no guarantee that we will be able to timely secure financing on favorable terms, or at all, for any of the foregoing purposes. Any capital raised through the sale of equity or securities convertible into equity will dilute the percentage ownership of holders of our common stock. Capital raised through debt financing would require us to make periodic interest payments and may impose restrictive covenants on the conduct of our business. Furthermore, additional financings may not be available on terms economically favorable to us, or at all, especially during periods of adverse economic conditions, which could make it more difficult or impossible for us to obtain funding for the operation of our business, for making additional investments in product development and for repaying outstanding indebtedness. A failure to obtain any necessary additional funding could prevent us from making expenditures that may be required to grow our business or maintain our operations.

Increases in interest rates could increase the cost of servicing our indebtedness and have an adverse effect on our results of operations and cash flows.

Our indebtedness outstanding under certain of our credit facilities, including the 2023 ABL Credit Facility, the 2025 Japan ABL Credit Facility and the 2023 Term Loan B, bears interest at variable rates. As a result, increases in interest rates increase the cost of servicing our indebtedness and could materially reduce our profitability and cash flows. Increased interest rates could also make it difficult for us to obtain financing at attractive rates, which could adversely impact our ability to execute our growth strategy or future acquisitions. Additionally, rising interest rates could have a dampening effect on overall economic activity, which could have an adverse effect on our business.

Goodwill and intangible assets represent a significant portion of our total assets, including without limitation, our Topgolf investment, and any impairment of these assets could negatively impact our results of operations and shareholders' equity.

Our goodwill and intangible assets consist of goodwill from acquisitions, trade names, trademarks, service marks, trade dress, patents and other intangible assets. Accounting rules require the evaluation of our goodwill and intangible assets with indefinite lives for impairment at least annually or whenever events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. Such indicators include a sustained decline in our stock price or market capitalization, adverse changes in economic or market conditions or prospects, and changes in our operations.

An asset is considered to be impaired when its carrying value exceeds its fair value. We determine the fair value of an asset based upon the discounted cash flows expected to be realized from the use and ultimate disposition of the asset. If in conducting an impairment evaluation we determine that the carrying value of an asset exceeded its fair value, we would be required to record a non-cash impairment charge for the difference between the carrying value and the fair value of the asset. If a significant amount of our goodwill and intangible assets were deemed to be impaired, our results of operations and shareholders' equity would be significantly adversely affected. In particular, with respect to our Topgolf investment, if Topgolf's performance were to deteriorate for any reason, or if Topgolf were to incur losses, the value of our investment could decline, and we could be required to record non-cash charges, including impairments, that would adversely affect our results of operations and shareholders' equity.

General Risk Factors

Our insurance policies may not provide adequate levels of coverage against all claims and we may incur losses that are not covered by our insurance.

We maintain insurance of the type and in amounts that we believe is commercially reasonable and that is available to businesses in our industry. We carry various types of insurance, including general liability, auto liability, business interruption, workers' compensation and excess umbrella, from highly-rated insurance carriers. Market forces beyond our control could limit the scope of the insurance coverage that we can obtain in the future or restrict our ability to buy insurance coverage at reasonable rates. We cannot predict the level of the premiums that we may be required to pay for subsequent insurance coverage, the level of any deductible and/or self-insurance retention applicable thereto, the level of aggregate coverage available or the availability of coverage for specific risks. In the event of a substantial loss, the insurance coverage that we carry may not be sufficient to compensate us for the losses we incur or any costs for which we are responsible.

If our estimates or judgments relating to our critical accounting policies prove to be incorrect, our financial condition and results of operations could be adversely affected.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as discussed below in "Management's Discussion and Analysis of Financial Condition and Results of Operations," contained in Item 7. The results of these estimates form the basis for making judgments about the carrying values of assets, liabilities and equity, and the amount of revenue and expenses that are not readily apparent from other sources. Significant assumptions and estimates used in preparing our consolidated financial statements include those related to revenue recognition; allowance for doubtful accounts; inventories; long-lived assets, goodwill and non-amortizing intangible assets; warranty policy; income taxes; share-based compensation; and foreign currency translation. Our financial condition and results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the price of our common stock.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Cybersecurity Risk Management and Strategy

We have developed and implemented a cybersecurity risk management program intended to protect the confidentiality, integrity, and availability of our critical systems and information.

We design and assess our program based on the National Institute of Standards and Technology Cybersecurity Framework (“NIST CSF”). This does not imply that we meet any particular technical standards, specifications, or requirements, only that we use the NIST CSF as a guide to help us identify, assess, and manage cybersecurity risks relevant to our business.

Our cybersecurity risk management program is integrated into our overall risk management program, and shares common reporting channels and governance processes that apply across the risk management program to other legal, compliance, strategic, operational, and financial risk areas. Key elements of our cybersecurity risk management program include but are not limited to the following:

- risk assessments designed to help identify material cybersecurity risks to our critical systems and information;
- a cybersecurity team principally responsible for managing our (1) cybersecurity risk assessment processes, (2) security controls, and (3) response to cybersecurity incidents;
- the use of external service providers and software, where appropriate, to monitor, assess, test or otherwise assist with aspects of our security processes;
- cybersecurity awareness training of our employees;
- a global incident response plan that includes procedures for responding to cybersecurity incidents; and
- a third-party risk management process for key service providers and suppliers.

We have not identified risks from known cybersecurity threats, including as a result of prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition. However, there can be no assurance that our cybersecurity risk management program and processes, including our policies, controls, or procedures, will be fully implemented, complied with or effective in protecting our systems and information. Refer to “Item 1A. Risk Factors”, including “Cybersecurity incidents, including cyber-attacks, unauthorized access to, or accidental disclosure of, personal information including payment card information, that we or our vendors collect or store on our behalf may result in significant expense and negatively impact our reputation and business,” for additional discussion about our cybersecurity risks.

Cybersecurity Governance

Our Board considers cybersecurity risk as part of its risk oversight function and has delegated to the Audit Committee oversight of cybersecurity risks, including oversight of management’s implementation of our cybersecurity risk management program.

The Audit Committee receives reports from management on our cybersecurity risks, no less than annually. In addition, management updates the Audit Committee, as necessary, regarding any material cybersecurity incidents, as well as any incidents with lesser impact potential. The Audit Committee reports to the full Board regarding its activities, including those related to cybersecurity. The full Board also receives briefings from management on our cyber risk management program.

Our management team, led by our Chief Information Security Officer (CISO) and supported by leaders from our Global Information Technology, Information Security, and Information Technology Compliance organizations, oversees the assessment and management of material risks associated with cybersecurity threats. This includes directing our comprehensive cybersecurity risk management program, supervising internal cybersecurity personnel, and collaborating with external cybersecurity consultants to maintain a robust and adaptive security posture, as well as strengthening our cybersecurity framework and ensuring alignment with evolving regulatory requirements and industry best practices. These efforts underscore our commitment to proactively managing risks and safeguarding critical assets in an increasingly complex threat landscape.

Our CISO has over 15 years of experience overseeing cybersecurity strategy, risk management, cyber defense and regulatory compliance, including for a large casino and hospitality company and a large, nationwide health system. Additionally, our CISO holds the Certified Information Security Manager (CISM) credential. Our CISO is supported by a leadership team with over 75 years of combined experience and extensive expertise in cybersecurity, risk management, and compliance. Team members hold numerous globally recognized certifications, including Certified Information Systems Security Professional (CISSP) from ISC2, Certified Information Systems Manager (CISM) and Certified Information Systems Auditor (CISA) from ISACA, Security+ and Network+ from CompTIA, Github Advanced Security through Microsoft and Certified Ethical Hacker (C|EH) from EC-Council, among others.

Our management team takes steps to stay informed about and monitor efforts to prevent, detect, mitigate, and remediate cybersecurity risks and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public or private sources, including external consultants we engage; and alerts and reports produced by security tools deployed in the IT environment.

Item 2. *Properties*

We conduct our business operations in both owned and leased properties. Our principal properties include executive offices, a golf club assembly facility, a golf ball manufacturing plant, warehousing and distribution, and sales offices.

Our principal executive offices are located in Carlsbad, California. We own two buildings that are utilized in our Carlsbad operations, which include our corporate offices, research and development, pro-tour club assembly, and our performance center.

We lease a majority of our primary offices utilized by our wholly-owned subsidiaries for the sale of our products in the United States and internationally located in the United Kingdom, Japan, Korea, China, Australia, Canada, Vietnam, and India.

We also lease various retail locations for the sale of our products. In the United States, we lease 63 retail locations for the sale of our TravisMathew-branded products. We also lease 21 retail locations in Japan for the sale of Callaway-branded products, in addition to two locations for the sale of TravisMathew products. In total we have 65 TravisMathew retail locations and 21 Callaway retail locations.

We lease our golf ball manufacturing plant in Chicopee, Massachusetts and golf club manufacturing facility in Monterrey, Mexico, and our distribution centers in Austin, Texas, Fort Worth, Texas, and Swindon, England.

Item 3. *Legal Proceedings*

The information set forth in Note 13. “Commitments & Contingencies”, in the Notes to Consolidated Financial Statements included in this Annual Report on Form 10-K is incorporated herein by this reference.

Item 4. *Mine Safety Disclosures*

Not applicable.

PART II

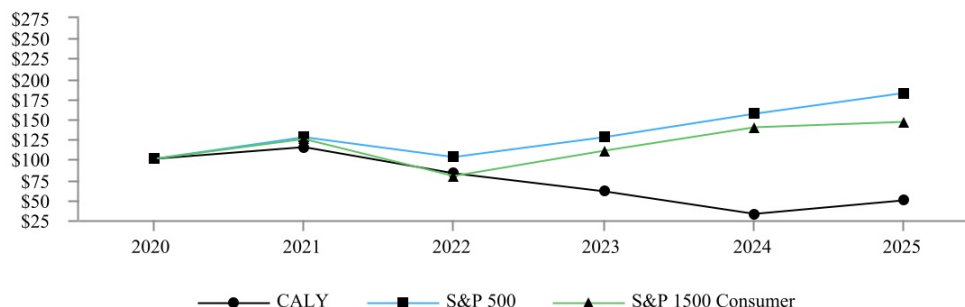
Item 5. *Market for Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities*

Our common stock is listed, and principally traded, on the New York Stock Exchange ("NYSE"). The symbol for our common stock is "CALY." As of January 31, 2026, the number of holders of record of our common stock was 2,956.

We currently do not anticipate declaring or paying any cash dividends for the foreseeable future. The declaration, amount and payment of dividends are at the sole discretion of our Board, and are subject to liquidity, capital availability and other factors that the Board considers relevant, and may be affected by, among other items, our views on potential future capital requirements, projected cash flows and needs, changes to our business model, and certain restrictions limiting dividends imposed by our credit facilities (See Note 7. "Financing Arrangements" in the Notes to Consolidated Financial Statements in this Form 10-K).

The following graph presents a comparison of the cumulative total shareholder return of our common stock since December 31, 2020 to two indices: the Standard & Poor's 500 Index ("S&P 500") and the Standard & Poor's 1500 Consumer Discretionary Index ("S&P 1500 Consumer Discretionary"). The S&P 500 tracks the aggregate price performance of equity securities of 500 large-cap companies that are actively traded in the United States, and is considered to be a leading indicator of U.S. equity securities. The S&P 1500 Consumer Discretionary tracks the aggregate price performance of equity securities from companies included in the S&P 1500 Consumer Discretionary that are classified as members of the GICS® consumer discretionary sector. The graph assumes an initial investment of \$100.00 at December 31, 2020 and reinvestment of all dividends in CALY stock on the dividend payable date.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN



	2020	2021	2022	2023	2024	2025
Callaway Golf Company (NYSE: CALY)	\$ 100.00	\$ 114.29	\$ 82.26	\$ 59.73	\$ 32.74	\$ 48.60
S&P 500	\$ 100.00	\$ 126.89	\$ 102.22	\$ 126.99	\$ 156.59	\$ 182.25
S&P 1500 Consumer Discretionary	\$ 100.00	\$ 124.44	\$ 79.29	\$ 110.34	\$ 139.75	\$ 145.70

Our cumulative total shareholder return is based upon the closing prices of our common stock on December 31, 2020, 2021, 2022, 2023, 2024 and 2025 of \$24.01, \$27.44, \$19.75, \$14.34, \$7.86 and \$11.67, respectively.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Share Repurchase Programs

In May 2022, we announced that our Board of Directors authorized a \$100.0 million share repurchase program (the “2022 Repurchase Program”) under which we were authorized to repurchase shares of our common stock in the open market or in private transactions, subject to our assessment of market conditions, buying opportunities, and compliance with Rule 10b-18 under the Securities Exchange Act of 1934, as well as the terms of our credit facilities. The 2022 Repurchase Program did not require us to acquire a specific number of shares and was to remain in effect until completed or terminated by our Board of Directors. In January 2026, we announced that our Board of Directors authorized a new \$200.0 million share repurchase program (the “2025 Repurchase Program”), which replaced the 2022 Repurchase Program and authorizes repurchases on the same terms. The 2025 Repurchase Program will remain in effect until completed or terminated by our Board of Directors.

During the fourth quarter of 2025, we did not repurchase any shares under the 2022 Repurchase Program, and approximately \$35.5 million remained available under the 2022 Repurchase Program before it was replaced.

Item 6. *Reserved*

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the Consolidated Financial Statements, the related notes and the section "Important Notice to Investors Regarding Forward-Looking Statements" that appear herein. This section of this Annual Report on Form 10-K generally discusses: (i) 2025 and 2024 items and year-to-year comparisons between 2025 and 2024 and (ii) 2024 and 2023 items and year-to-year comparisons between 2024 and 2023 due to restatement of prior period amounts to reflect reporting for our discontinued operations.

Divestitures of Topgolf and Jack Wolfskin

In 2025, we executed a strategic realignment to focus on our core Golf Equipment and complementary soft goods businesses. On May 31, 2025, we sold the Jack Wolfskin business to a subsidiary of ANTA Sports Products Limited for approximately \$290.0 million, net of cash retained and customary working capital adjustments. On November 17, 2025, we entered into a definitive agreement to sell a 60% stake in our Topgolf and Toptracer businesses to private equity funds managed by Leonard Green & Partners, L.P., at an equity value of approximately \$1,100.0 million. The transaction closed effective January 1, 2026, with the Company retaining a 40% interest in Topgolf, which will be accounted for under the equity method. In connection with the sale and related financing transactions, we received approximately \$800.0 million in net proceeds, after working capital adjustments and transaction expenses, subject to customary purchase price adjustments.

As a result of these divestitures, the operating results of Jack Wolfskin and Topgolf are reported in discontinued operations for all periods presented in this Form 10-K.

Critical Accounting Estimates

Our discussion and analysis of our results of operations, financial condition and liquidity are based upon our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, shareholders' equity, revenues and expenses, as well as related disclosures of contingent assets and liabilities. We base our estimates and assumptions on historical experience and other assumptions that we believe are reasonable under the circumstances at that time. Actual results may differ from these estimates under different assumptions or circumstances. We review our estimates on an ongoing basis to ensure that changes in our business and new information is appropriately reflected as it becomes available.

We believe the critical accounting estimates discussed below affect our more significant estimates and assumptions used in the preparation of our consolidated financial statements. For a complete discussion of all of our significant accounting policies, see Note 2. "Summary of Significant Accounting Policies" in the Notes to Consolidated Financial Statements in this Form 10-K.

Sales Programs

The amount of revenue we recognize is based on the amount of consideration we ultimately expect to receive from customers, which involves certain estimates and assumptions, including estimates for sales returns as well as estimates for our short-term sales programs, sales promotions and price concessions. These estimates are based on amounts earned or expected to be claimed by customers on the related sales.

We record an estimate for anticipated returns at the time the sale is recognized. This estimate is based on historical returns data as well as current economic trends, changes in customer demands and the sell-through of products. If actual sales returns are significantly different than the recorded estimated amount, we may be exposed to material losses or gains. Assuming there had been a 10% increase over the recorded estimated sales returns reserve for the year ended December 31, 2025, pre-tax income would have decreased by approximately \$6.4 million, net of the cost recovery of inventory.

Sell-through promotions such as price reductions and price concessions are short-term sales programs that are generally offered throughout the product's life cycle, which is approximately two years, and are generally offered at the end of the product's life cycle. We calculate an estimated rate related to these programs which is based on a combination of historical and forecasted data. We record a reduction to net sales using this rate at the time of the sale and monitor this rate against actual results and forecasted estimates. Adjustments to the rate are made as necessary in order to reflect the amount of consideration we expect to receive from our customers. If the actual amount of variable consideration is significantly different than our accrued estimates, we may be exposed to adjustments to revenue that could be material. Assuming there had been a 10% increase in the rate used to record sales program incentives, pre-tax income for the year ended December 31, 2025 would have decreased by approximately \$1.5 million.

Excess and Obsolescence Reserves

Inventories are recorded at the lower of cost or net realizable value, which includes a reserve for excess, obsolete and/or unmarketable inventory. We estimate this reserve based upon current inventory levels, sales trends and historical experience as well as our estimates of market conditions and forecasts of future product demand, all of which are subject to change. In addition, we consider inventory aging, forecasted consumer demand and pricing, regulatory (USGA and R&A) rule changes, the promotional environment and technological obsolescence, all of which require a significant amount of assumptions and judgment. If these estimates are inaccurate or change, we may be exposed to adjustments to our inventory reserve which could materially impact our operating results. Assuming there had been a 10% increase in the inventory reserve for the year ended December 31, 2025, pre-tax income would have decreased by approximately \$2.1 million.

Business Combinations

We apply the guidance within Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 805, Business Combinations, when accounting for our acquisitions to determine whether a transaction is the acquisition of assets, or the acquisition of a business on the date of the acquisition. Asset acquisitions are accounted for by allocating the cost of the acquisition to the individual assets and liabilities assumed on a relative fair value basis; whereas the acquisition of a business requires us to recognize separately from goodwill the assets acquired and the liabilities assumed at the acquisition date fair values. Additionally, the acquisition of a business requires us to make significant estimates and judgments when assigning fair value to any assets and liabilities assumed. We may use, amongst other things, certain estimates related to expected future revenues, growth rates, cash flows, discount rates and uncertain tax positions and valuation allowances to assign a value to certain acquired assets. If we receive new information within the 12 month allowable measurement period about facts and circumstances that existed as of the acquisition date that, if known, would have affected the amounts recognized as of that date, we may adjust the purchase price allocation in the reporting period in which the amounts are determined. Any subsequent adjustments recorded after the conclusion of the allowable 12 month measurement period or final determination of the values of assets acquired or liabilities assumed are recorded to our consolidated statements of operations.

Our estimates of fair value are based upon assumptions we believe to be reasonable at that time, but which are inherently uncertain and unpredictable. As a result, actual results may differ from estimates.

Assets Held for Sale and Discontinued Operations

A business is classified as held for sale when management having the authority to approve the action commits to a plan to sell the business, the business is available for immediate sale in its present condition and an active program to locate a buyer has been initiated. Additionally, the sale must be probable to occur during the next 12 months at a price that is reasonable in relation to its current fair value and actions required to complete the plan indicate it is unlikely significant changes to the plan will be made or the plan will be withdrawn. A business classified as held for sale is recorded at the lower of (i) its carrying amount and (ii) estimated fair value less costs to sell. When the carrying amount of the business exceeds its estimated fair value less costs to sell, a loss is recognized and updated each reporting period as appropriate. Assets held for sale are not further depreciated or amortized once such a determination is reached.

The results of operations of businesses classified as held for sale are reported as discontinued operations if the disposal represents a strategic shift that will have a major effect on the entity's operations and financial results. When a business is identified for discontinued operations reporting: (i) results for prior periods are retrospectively reclassified as discontinued operations; (ii) results of operations are reported in a single line, net of tax, in the consolidated statement of operations; and (iii) assets and liabilities are retrospectively reclassified as assets and liabilities of discontinued operations in the consolidated balance sheets starting in the period in which the business is classified as held for sale.

During 2025, we entered into an agreement to sell a 60% stake in the Topgolf and Toptracer businesses and we completed a sale of 100% of the outstanding equity interests of the Jack Wolfskin business. We determined the disposals represent a strategic shift that will have a major effect on our operations and financial results. As such, the results of Topgolf and Jack Wolfskin are presented as discontinued operations in the consolidated statements of operations for all periods presented and their related assets and liabilities as assets and liabilities of discontinued operations in the accompanying consolidated balance sheets for all periods presented. We ceased depreciating and amortizing our long-lived assets and intangible assets for both the Topgolf and Jack Wolfskin businesses when they met the held for sale criteria, which primarily includes property and equipment, right-of-use assets and amortizing intangible assets. In addition, we determined that the carrying amount of the Topgolf disposal group exceeded its fair value less cost to sell, which was determined using the equity value of Topgolf in connection with the sale, and recorded a write-down on the related assets and liabilities of \$143.1 million within discontinued operations, net of tax on the consolidated statement of operations. Also, in connection with the sale of the Jack Wolfskin business, we recognized a pre-tax loss of \$26.2 million. See Note 4. “Discontinued Operations” in the Notes to Consolidated Financial Statements in this Form 10-K for additional information.

Impairment of Goodwill and Intangible Assets

In accordance with FASB ASC 350, Intangibles—Goodwill and Other, we evaluate the recoverability of our goodwill and indefinite-lived intangible assets at least annually or more frequently whenever indicators are present that the carrying amounts of these assets may not be fully recoverable. To determine fair value, we use discounted cash flow estimates, quoted market prices, royalty rates when available and independent appraisals as appropriate. These estimates are subjective in nature and involve significant uncertainties and judgments. We use our best judgment based on current facts and circumstances related to our business when making these estimates, however, if actual results are not consistent with our estimates and assumptions used in calculating future cash flows and asset fair values, we may be exposed to impairment losses that could be material. An impairment loss is measured as the excess of the carrying amount of the asset over its estimated fair value. An impairment loss is recorded as a reduction to the carrying value of the asset and a charge to earnings in the period in which the impairment loss occurred.

We perform our goodwill impairment assessment at the reporting unit level using a combination of an income approach and a market approach. The income approach valuation method requires us to make projections of revenue, gross margin, operating expenses, and working capital over a multi-year period, and also includes weighted-average cost of capital estimates, which reflect the relative risk of an investment. The market approach valuation method determines fair value by utilizing earnings multiples of comparable public companies or interests, which reflect the market in which each relative reporting unit operates, as well as recent comparable market transactions. We did not record any impairments on goodwill during the year ended December 31, 2025.

For our indefinite-lived intangible assets, which primarily consist of our trade names, we estimate fair value based on an income approach using the relief-from-royalty method which assumes that, in lieu of ownership, a third-party would be willing to pay a royalty in order to derive a benefit from the trade name. This approach includes reviewing current licensing agreements, market benchmarking and performing branded product profitability assessments, among other factors, to assign an estimated royalty rate. Once a royalty rate is assigned, a discount rate is applied to the estimated future cash flows of the asset in order to determine the fair value of the trade names. As a result of our intangible asset impairment assessment performed as of December 31, 2025, we determined that the fair value of our Topgolf tradename was impaired, and as a result, we recorded an impairment loss of \$284.0 million to write down the Topgolf tradename to its new estimated fair value. See Note 4. “Discontinued Operations” in the Notes to Consolidated Financial Statements in this Form 10-K for additional information.

Income Taxes

Our income tax provision/benefit and related income tax assets and liabilities are based on a combination of actual and expected future income, U.S. federal and foreign statutory income tax rates, and tax regulations and planning opportunities in the jurisdictions in which we operate. Significant judgment is required when interpreting the applicable tax laws and regulations in such jurisdictions, evaluating our uncertain tax positions, and assessing the likelihood of realizing tax benefits. We accrue an amount for our estimate of additional tax liability, including interest and penalties in income tax provision, for any uncertain tax positions taken or expected to be taken in an income tax return. We review and update the accrual for uncertain tax positions as more definitive information becomes available. Actual results could differ from those judgments, and changes in judgments could materially affect our consolidated financial statements.

Certain income and expense items are accounted for differently for financial reporting and income tax purposes where tax regulations may require certain items to be included in our tax return at different times than when these items may be reflected in our financial statements. As a result, the income tax provision or benefit reflected in our consolidated statements of operations may differ from our tax returns filed with the applicable taxing authorities. These differences may be permanent or temporary, depending on their nature and the applicable tax regulations related to them, and as such, may create deferred income tax assets and liabilities, which are recognized on our consolidated balance sheet. Deferred income tax assets generally represent items that can be used as a tax deduction or credit in future tax returns for which we have already recorded a tax benefit in our consolidated statements of operations. We may record a valuation allowance to reduce our deferred income tax assets if, based on all available evidence, we believe that some portion of the tax benefit is not more likely than not to be realized.

For further information, see Note 12. "Income Taxes" in the Notes to Consolidated Financial Statements in this Form 10-K.

Recent Accounting Pronouncements

Information regarding recent accounting pronouncements is contained in Note 2. "Summary of Significant Accounting Policies" in the Notes to Consolidated Financial Statements in this Form 10-K, which is incorporated herein by this reference.

Discussion of Non-GAAP Measures

In addition to the financial results contained in this report, which have been prepared and presented in accordance with GAAP, we have also included supplemental information concerning our financial results on a non-GAAP basis. This non-GAAP information includes the following:

- A constant currency measure on net sales in order to demonstrate the impact of foreign currency fluctuations on these results. This information represents an estimate for comparative purposes and is calculated by taking current period local currency results and translating them into U.S. dollars based on the foreign currency exchange rates for the applicable comparable prior period.
- Net income and diluted earnings per share excluding the non-cash amortization associated with acquired intangible assets, including acquired customer and distributor relationships and acquired developed technology related to our acquisitions of TravisMathew and OGIO (collectively, the "Acquisitions"). While the amortization of these assets is excluded from our calculation of non-GAAP net income, the revenue, operating costs and associated acquired assets that contribute to the revenue generation associated with these acquired companies is reflected in our calculation of non-GAAP net income.
- Net income and diluted earnings per share excluding certain non-cash and non-recurring charges, as further detailed below. In addition, we have added back to certain of our non-GAAP results interest expenses relating to debt incurred at the corporate level that are categorized under discontinued operations in order to burden continuing operations with the full impact of the Company's total term debt.

We have included information in this report to reconcile non-GAAP information for the periods presented to the most directly comparable GAAP information. We use such non-GAAP information for financial and operational decision-making purposes and as a means to evaluate the underlying performance of our business and in forecasting our business. Non-GAAP information in this report should not be considered in isolation or as a substitute for any measure derived in accordance with GAAP, and may also be inconsistent with the manner in which similar measures are derived or used by other companies. We believe that the presentation of such non-GAAP information, when considered in conjunction with the most directly comparable GAAP information, provides additional useful information for investors in their assessment of the underlying performance of our business.

Current Economic Conditions

Macroeconomic Factors

Our products and services are discretionary purchases for consumers. As a result, demand for our products and services could be impacted by downturns in the economy and the corresponding impact on discretionary consumer and corporate spending. Macroeconomic factors including sustained inflation and high interest rates continue to put downward pressure on consumer and corporate discretionary spending, in addition to the recent increase in tariffs. While we generally try to mitigate the impact of such macroeconomic factors by closely monitoring changes in consumer retail spending behavior and through the implementation of various strategic initiatives, the persistence of these trends may have an adverse impact on our operating results depending on the severity and length of the changes.

Tariffs

In 2025, the U.S. government implemented reciprocal tariffs on many countries, including many jurisdictions in which we do business. The U.S. government has announced and rescinded multiple tariffs on multiple foreign jurisdictions, which has increased uncertainty regarding the ultimate effect of tariffs on economic conditions. The reciprocal tariffs implemented in 2025 increased the costs for our products, product components and raw materials, a significant amount of which we source from outside the United States, including Vietnam, Taiwan, Mexico, Bangladesh and other regions. On February 20, 2026, the United States Supreme Court issued a ruling striking down certain tariffs previously imposed under the International Emergency Economic Powers Act of 1977 (“IEEPA”). Following the Supreme Court’s decision, President Trump stated that he intends to use other authorities to invoke other laws to collect tariffs and announced new tariffs on imports from all countries. There remains substantial uncertainty regarding the duration of existing and newly announced tariffs, potential changes or pauses to such tariffs, tariff levels, and whether further additional tariffs or other retaliatory actions may be imposed, modified, or suspended. If the U.S. government or other governments levy additional tariffs, or if governments continue to generate uncertainty regarding tariffs, the adverse impacts to the costs for, and availability of, our products, product components and raw materials, may continue to increase. Further, retaliatory tariffs may increase the costs of selling our products in foreign jurisdictions. As a result of tariff costs, we may need to raise our prices to pass costs on to customers, which may not be possible, or may decrease customer demand for our products. The near- and long-term impacts from these tariffs on our business are difficult to predict and depend on the amount, duration, scope and nature of the increases, however, we do expect tariffs to have a negative impact on our business and results of operations in and beyond 2026. We are actively monitoring the impact of any further tariffs that become effective, as well as any potential retaliatory actions by other countries, and are continuing to look for ways to mitigate these higher costs, including continuing to optimize operations and accelerating existing cost reduction and margin improvement programs. Nonetheless, the increases in U.S. and other countries’ tariffs could have a material adverse effect on our financial condition and results of operations, including as a result of higher inflation in the markets in which we operate, an economic slowdown or general economic uncertainty.

Foreign Currency

A significant portion of our business is conducted outside of the United States in currencies other than the U.S. dollar. Therefore, we enter into foreign currency forward contracts to mitigate the effects that changes in foreign currency rates may have on our financial results. While these foreign currency forward contracts can mitigate the effects of changes in foreign currency rates in the short-term, they do not eliminate those effects, which can be significant, and they do not mitigate their effects over the long-term. These effects include (i) the translation of results denominated in foreign currency into U.S. dollars for reporting purposes, (ii) the mark-to-market adjustments of certain intercompany balance sheet accounts denominated in foreign currencies and (iii) the mark-to-market adjustments of our foreign currency forward contracts. In general, our overall financial results are affected positively by a weaker U.S. dollar and are affected negatively by a stronger U.S. dollar as compared to the foreign currencies in which we conduct business. Fluctuations in foreign currencies had a favorable impact on international net sales of \$0.6 million for the year ended December 31, 2025, relative to the same period in the prior year, on a constant currency basis.

Inflation

Inflationary pressure may contribute to the increase in the cost of our products as well as operating costs. While we generally may be able to minimize the impact of inflationary pressures through higher prices or other initiatives, the length and severity of these conditions are unpredictable, and should conditions persist and/or worsen, such inflationary pressures may have an adverse effect on our operating expenses. Further, we may not be able to offset these increased costs through price increases. As a result, our cash flows and results of operations could be adversely affected.

Segment and Related Information

Our products, services and brands are reported under two operating segments: Golf Equipment, which includes the operations of our golf clubs and golf balls business; and Apparel, Gear and Other, which includes the operations of our soft goods business marketed under the Callaway, TravisMathew and OGIO brand names. For further detail related to our operating segments, products and seasonality, see “Part I, Item 1. Business – Overview” in this Form 10-K.

Results of Operations for Fiscal Year 2025 Compared to Fiscal Year 2024

We have reclassified certain prior-year amounts to conform to the current year's presentation. Unless otherwise specified, our discussion below reflects continuing operations only. Prior period financial information related to discontinued operations has been reclassified and separately presented in the consolidated financial statements and accompanying notes to conform to the current period presentation.

Net sales and operating segment results (in millions, except percentages)

Net sales for the year ended December 31, 2025 decreased \$17.6 million, or 0.8% as compared to the year ended December 31, 2024 due to a decrease in the Apparel, Gear and Other operating segment, impacted by soft macroeconomic conditions primarily in the U.S. and Asia, while Golf Equipment sales were approximately flat. Segment operating income decreased \$25.3 million or 8.9% driven by declines in both our Apparel, Gear and Other and Golf Equipment operating segment.

	Year Ended December 31,		Increase/(Decrease)		Non-GAAP Constant Currency Growth 2025 vs. 2024 ⁽¹⁾
	2025	2024	Dollars	Percent	Percent
Net sales:					
Golf clubs	\$ 1,052.9	\$ 1,060.9	\$ (8.0)	(0.8)%	(0.9)%
Golf balls	322.2	321.8	0.4	0.1 %	0.1%
Golf Equipment	1,375.1	1,382.7	(7.6)	(0.5)%	(0.7)%
Apparel	398.8	405.6	(6.8)	(1.7)%	(1.3)%
Gear, accessories, & other	286.2	289.4	(3.2)	(1.1)%	(1.0)%
Apparel, Gear and Other	685.0	695.0	(10.0)	(1.4)%	(1.2)%
Total net sales	<u>\$ 2,060.1</u>	<u>\$ 2,077.7</u>	<u>\$ (17.6)</u>	<u>(0.8)%</u>	<u>(0.9)%</u>
Segment operating income (loss):					
Golf Equipment	170.1	183.7	(13.6)	(7.4)%	
Apparel, Gear and Other	87.8	99.5	(11.7)	(11.8)%	
Total segment operating income (loss)	<u>257.9</u>	<u>283.2</u>	<u>(25.3)</u>	<u>(8.9)%</u>	
Non-recurring items ⁽²⁾	(6.0)	(8.4)	2.4	(28.6)%	
Corporate costs and expenses ⁽³⁾	<u>(123.8)</u>	<u>(121.9)</u>	<u>(1.9)</u>	<u>1.6 %</u>	
Total operating income	128.1	152.9	(24.8)	(16.2)%	
Interest expense, net	(60.6)	(63.0)	2.4	(3.8)%	
Other income, net	20.1	21.6	(1.5)	(6.9)%	
Income (loss) from continuing operations before income taxes	<u>\$ 87.6</u>	<u>\$ 111.5</u>	<u>\$ (23.9)</u>	<u>(21.4)%</u>	

⁽¹⁾ Calculated by applying 2024 exchange rates to 2025 reported sales in regions outside the U.S.

⁽²⁾ Includes non-cash amortization of acquired intangible assets and non-recurring expenses primarily consisting of restructuring and reorganization charges, other non-recurring losses and costs associated debt modifications, the integration of new IT systems stemming from acquisitions, and non-recurring costs related to a cybersecurity incident.

⁽³⁾ Corporate costs and expenses include corporate general and administrative expenses not utilized by management in determining segment profitability.

Golf Equipment

Net sales

During the year ended December 31, 2025, net sales in our Golf Equipment operating segment decreased \$7.6 million (0.5%) compared to the same period in 2024 primarily due to declines in golf club sales related to packaged set volumes and soft market conditions in Korea.

Operating income

During the year ended December 31, 2025, Golf Equipment segment operating income decreased \$13.6 million (7.4%) compared to the same period in 2024 primarily due to lower annual incentive compensation expense in 2024 and unfavorable impacts of approximately \$22.0 million from tariffs, partially offset by an \$8.2 million lease termination incentive received in Japan.

Apparel, Gear and Other

Net sales

During the year ended December 31, 2025, net sales in our Apparel, Gear and Other segment decreased \$10.0 million (1.4%) compared to the same period in 2024, primarily due to a decline in sales of apparel and gear resulting from soft market conditions globally, partially offset by the continued expansion of TravisMathew product lines and the opening of new retail stores.

Operating income

During the year ended December 31, 2025, Apparel, Gear and Other segment operating income decreased \$11.7 million (11.8%) as compared to the same period in 2024 primarily driven by the decline in net sales and the unfavorable impacts from tariffs, partially offset by a decline in operating expenses mostly driven by a lease termination incentive received in Japan combined with cost savings initiatives.

Sales by Geographic Region

We sell our Golf Equipment and Apparel, Gear and Other products in the United States and internationally, with our principal international regions being Europe and Asia. Apparel, Gear and Other product sales for our TravisMathew business are primarily concentrated in the United States.

Net sales by major geographic region for the periods presented below were as follows (in millions, except percentages):

	Year Ended December 31,		Increase/(Decrease)		Non-GAAP Constant Currency Growth
	2025	2024	Dollars	Percent	Percent
Net sales:					
United States	\$ 1,363.3	\$ 1,381.1	\$ (17.8)	(1.3)%	(1.3)%
Europe	203.8	182.1	21.7	11.9 %	8.7%
Asia	363.1	379.1	(16.0)	(4.2)%	(3.7)%
Rest of World	129.9	135.4	(5.5)	(4.1)%	(1.7)%
Total net sales	<u>\$ 2,060.1</u>	<u>\$ 2,077.7</u>	<u>\$ (17.6)</u>	(0.8)%	(0.9)%

United States

During the year ended December 31, 2025, net sales in the United States decreased \$17.8 million (1.3%) compared to the year ended December 31, 2024. The decrease was primarily due to lower sales volumes of golf clubs and travel gear.

Europe

During the year ended December 31, 2025, net sales in Europe increased \$21.7 million (11.9%) compared to the year ended December 31, 2024. The increase was primarily driven by increases in golf club and golf ball sales.

Asia

During the year ended December 31, 2025, net sales in Asia decreased \$16.0 million (4.2%) compared to the year ended December 31, 2024. The decrease was primarily due to soft demand in the apparel market in Korea and Japan.

Rest of World

During the year ended December 31, 2025, net sales in Rest of World decreased \$5.5 million (4.1%) compared to the year ended December 31, 2024. The decrease was primarily due to lower golf equipment sales in Canada and Australia combined with unfavorable foreign currency impacts.

Gross Profit (in millions, except percentages)

	Year Ended December 31,		Increase/(Decrease)	
	2025	2024	Dollars	Percent
Net sales	\$ 2,060.1	\$ 2,077.7	\$ (17.6)	(0.8)%
Cost of sales	1,192.5	1,190.7	1.8	0.2 %
Gross profit	\$ 867.6	\$ 887.0	\$ (19.4)	(2.2)%
Gross margin	42.1 %	42.7 %		

Cost of sales

Our cost of sales is variable in nature and fluctuates relative to sales volumes. Cost of sales includes raw materials and component costs, direct labor and manufacturing overhead, inbound freight, duties, tariffs and shipping charges, and depreciation and amortization directly related to manufacturing and distribution.

Gross profit and gross margin

During the year ended December 31, 2025, gross profit decreased by \$19.4 million (2.2%) as compared to the year ended December 31, 2024. Gross profit as a percent of net sales ("gross margin") decreased to 42.1% for the year ended December 31, 2025 compared to 42.7% for the year ended December 31, 2024. The decrease in gross profit is primarily due to lower sales in our Apparel, Gear and Other and Golf Equipment operating segments combined with the decrease in gross margins from the unfavorable impacts of tariffs.

Operating Expenses (in millions, except percentages)

	Year Ended December 31,		Increase/(Decrease)	
	2025	2024	Dollars	Percent
Operating expenses:				
Selling, general and administrative expense	\$ 674.0	\$ 670.0	\$ 4.0	0.6 %
Research and development expense	65.5	64.1	1.4	2.2 %
Total operating expenses	\$ 739.5	\$ 734.1	\$ 5.4	0.7 %

Selling, general and administrative expense

Selling, general and administrative ("SG&A") expenses primarily consist of employee costs, advertising and promotional expense, legal and professional fees, tour expenses, travel expenses, building and rent expenses, depreciation and amortization charges (excluding those related to manufacturing and distribution), and other miscellaneous expenses.

During the year ended December 31, 2025, SG&A expenses increased by \$4.0 million (0.6%) as compared to the year ended December 31, 2024. The increase was primarily due to increases in employee costs due to a lower annual cash incentive compensation expense paid in 2024 and increased tour expenses from signing and win bonuses, partially offset by a \$12.0 million gain recognized from a lease termination incentive in the first quarter of 2025 in Japan and reductions in spend on professional fees and cost savings initiatives.

Research and development expense

Research and development expenses are comprised of costs to design, develop, test or improve our products and technology, and primarily include employee costs of personnel engaged in research and development activities, research costs and depreciation expense.

During the year ended December 31, 2025, research and development expense increased \$1.4 million (2.2%) as compared to the year ended December 31, 2024. The increase was primarily due to higher annual incentive compensation expense partially offset by a decrease in professional fees.

Other Income and Expense (in millions, except percentages)

	Year Ended December 31,		Increase/(Decrease)	
	2025	2024	Dollars	Percent
Other income and expenses:				
Interest expense, net	\$ (60.6)	\$ (63.0)	\$ 2.4	(3.8)%
Other income, net	20.1	21.6	(1.5)	(6.9)%
Total other expense, net	<u>\$ (40.5)</u>	<u>\$ (41.4)</u>	<u>\$ 0.9</u>	<u>(2.2)%</u>

Other Income and Expense*Interest expense*

Interest expense, net decreased \$2.4 million (3.8%) during the year ended December 31, 2025 as compared to the year ended December 31, 2024, primarily due to decreased interest expense on our term loan as a result of the debt repricing that took place during the first quarter of 2024 combined with lower outstanding balances resulting from a \$50.0 million discretionary repayment made during the second quarter of 2024.

Other income

Other income, net decreased by \$1.5 million (6.9%) during the year ended December 31, 2025, as compared to the year ended December 31, 2024, primarily due to an unfavorable change in net losses and gains from foreign currency transactions and hedging activity, partially offset by increased dividend income on our money market accounts.

Income Taxes*Income tax expense*

Our income tax expense increased \$30.7 million to \$48.8 million during the year ended December 31, 2025 as compared to \$18.1 million in 2024. As a percentage of pre-tax income, our effective tax rate for the year ended December 31, 2025 increased to 55.7% compared to 16.2% in 2024.

Effective tax rate

Our effective tax rate for the year ended December 31, 2025 was higher primarily due to an increase in our valuation allowance against certain deferred tax assets combined with an increase in global minimum taxes. Excluding the impact of the increased valuation allowance and global minimum taxes in 2025, our effective tax rate would have been 19.2% and 13.3% for the years ended December 31, 2025 and 2024, respectively.

For further discussion on our income taxes, see Note 12. "Income Taxes" in the Notes to Consolidated Financial Statements in this Form 10-K.

Discontinued Operations

Our loss from discontinued operations improved \$1,093.0 million to a loss of \$448.1 million during the year ended December 31, 2025, as compared to a loss of \$1,541.1 million in 2024. The improvement was primarily due to \$1,168.0 million decrease in goodwill and trade name impairment charges related to the Topgolf business and a \$55.0 million increase in income tax benefit, partially offset by a \$143.1 million loss on sale of Topgolf. Additionally, due to the amendment of our Term Loan B requiring a mandatory repayment of \$500.0 million upon the consummation of the sale of Topgolf, we attributed a portion of the interest expense incurred on our Term Loan B to discontinued operations. Accordingly, for the years ended December 31, 2025 and 2024, we allocated interest expense of \$38.1 million and \$43.5 million, respectively, from continuing operations to discontinued operations.

For further discussion on our discontinued operations, see Note 4. "Discontinued Operations" in the Notes to Consolidated Financial Statements in this Form 10-K.

Net Income, Diluted Earnings Per Share and Reconciliation of Non-GAAP Measures

The following table presents a reconciliation of our GAAP results for the years ended December 31, 2025 and 2024 to our non-GAAP results for the same periods (in millions, except per share information):

	Year Ended December 31, 2025		Year Ended December 31, 2024	
	Net Income From Continuing Operations	Diluted Earnings (Loss) per share ⁽⁴⁾	Net Income From Continuing Operations	Diluted Earnings (Loss) per share ⁽⁴⁾
GAAP net income from continuing operations	\$ 38.8	\$ 0.21	\$ 93.4	\$ 0.50
Non-cash amortization of acquired intangibles ⁽¹⁾	(0.5)	—	(0.5)	—
Interest expense and non-recurring items ⁽²⁾	24.9	0.13	23.6	0.13
Tax valuation allowance ⁽³⁾	(24.0)	(0.13)	—	—
Non-GAAP net income from continuing operations	\$ 38.4	\$ 0.21	\$ 70.3	\$ 0.38
GAAP diluted weighted-average shares outstanding		185.7		199.3
Non-GAAP diluted weighted-average shares outstanding		185.7		184.6

⁽¹⁾ Includes the amortization of acquired intangible assets, including customer and distributor relationships, reacquired distribution rights and acquired developed technology related to our Acquisitions. See "Discussion of Non-GAAP Measures" for more information.

⁽²⁾ 2025 and 2024 amounts include the addition of \$38.2 million and \$43.5 million, respectively, of term loan interest expense that was incurred at the corporate level and included in discontinued operations in order to burden continuing operations with the effect of total term loan interest expense. In addition, 2025 reflects the exclusion of \$5.5 million of restructuring charges, and 2024 reflects the exclusion of \$4.7 million in charges related to our 2024 debt repricing, \$1.2 million of restructuring charges, \$2.1 million in IT integration and implementation costs primarily related to the merger with Topgolf, \$1.4 million in costs related to a cybersecurity incident, and \$1.3 million of costs incurred to centralize warehousing and distribution operations to achieve synergies in connection with our acquisitions.

⁽³⁾ Represents valuation allowances established on certain U.S. deferred tax assets related to continuing operations in connection with the sale of our Topgolf business.

⁽⁴⁾ Diluted earnings per share is calculated using the if-converted method, which excludes interest expense related to the Convertible Notes from the calculation of net income in periods where income is reported. During the year ended December 31, 2025, GAAP and Non-GAAP diluted weighted-average shares outstanding exclude the impact of the Convertible Notes, which were anti-dilutive for the period. During the year ended December 31, 2024, Non-GAAP diluted weighted-average shares outstanding exclude the impact of the Convertible Notes, which were anti-dilutive for the period.

⁽⁵⁾ When aggregated, diluted earnings per share amounts may not be additive due to rounding.

GAAP net income from continuing operations

Net income from continuing operations after taxes and diluted earnings per share for the year ended December 31, 2025 were \$38.8 million and \$0.21 per share, respectively, as compared to net income from continuing operations and diluted earnings per share of \$93.4 million and \$0.50 per share, respectively, for the year ended December 31, 2024. The decrease in net income from continuing operations was primarily due to a decrease in income from continuing operations as a result of lower net sales and unfavorable impacts of tariffs, in addition to an increase in the income tax provision from establishing valuation allowances on certain U.S. deferred tax assets.

Non-GAAP net income from continuing operations

On a non-GAAP basis, excluding the items described in the table above, our net income and diluted earnings per share for the for the year ended December 31, 2025 would have been \$38.4 million and \$0.21 per share, respectively, compared to \$70.3 million and \$0.38 per share, respectively, for the same period in 2024. The decrease in non-GAAP net income was primarily due to a decrease in income from continuing operations resulting from lower net sales combined with the unfavorable impact of tariffs, in addition to an increase in the income tax provision from establishing valuation allowances on certain U.S. deferred tax assets.

Results of Operations for Fiscal Year 2024 Compared to Fiscal Year 2023

We have reclassified certain prior-year amounts to conform to the current-year's presentation. Unless otherwise specified, our discussion below reflects continuing operations only. Prior period financial information, related to discontinued operations, has been reclassified and separately presented in the consolidated financial statements and accompanying notes to conform to the current period presentation.

Net sales and operating segment results (in millions, except percentages)

Net sales for the year ended December 31, 2024 decreased \$55.0 million or 2.6% (1.6% on a constant currency basis) as compared to the year ended December 31, 2023 due primarily to a (13.1)% decline in our Apparel, Gear and Other operating segment. Segment operating income decreased \$45.0 million or 13.7% primarily due to decreases in our Apparel, Gear and Other operating segment and our Golf Equipment operating segment.

			Increase/(Decrease)		Non-GAAP Constant Currency Growth 2024 vs. 2023 ⁽¹⁾
	2024	2023	Dollars	Percent	Percent
Net sales:					
Golf clubs	\$ 1,060.9	\$ 1,073.4	\$ (12.5)	(1.2)%	—%
Golf balls	321.8	314.5	7.3	2.3 %	2.7%
Golf Equipment	1,382.7	1,387.9	(5.2)	(0.4)%	0.6%
Apparel	405.6	411.7	(6.1)	(1.5)%	(0.2)%
Gear, accessories, & other	289.4	333.1	(43.7)	(13.1)%	(12.4)%
Apparel, Gear and Other	695.0	744.8	(49.8)	(6.7)%	(5.7)%
Total net sales	<u>\$ 2,077.7</u>	<u>\$ 2,132.7</u>	<u>\$ (55.0)</u>	<u>(2.6)%</u>	<u>(1.6)%</u>
Segment operating income:					
Golf Equipment	183.7	193.4	(9.7)	(5.0)%	
Apparel, Gear and Other	99.5	134.8	(35.3)	(26.2)%	
Total segment operating income	283.2	328.2	(45.0)	(13.7)%	
Non-recurring items ⁽²⁾	(8.4)	(14.4)	6.0	(41.7)%	
Corporate costs and expenses ⁽³⁾	(121.9)	(119.7)	(2.2)	1.8 %	
Total operating income	152.9	194.1	(41.2)	(21.2)%	
Interest expense, net	(63.0)	(70.7)	7.7	(10.9)%	
Other income, net	21.6	6.1	15.5	254.1 %	
Income from continuing operations before income taxes	<u>\$ 111.5</u>	<u>\$ 129.5</u>	<u>\$ (18.0)</u>	<u>(13.9)%</u>	

⁽¹⁾ Calculated by applying 2023 exchange rates to 2024 reported sales in regions outside the U.S.

⁽²⁾ Includes non-cash amortization of acquired intangible assets and non-recurring expenses primarily consisting of restructuring and reorganization charges, other non-recurring losses and costs associated debt modifications, the integration of new IT systems stemming from acquisitions, and non-recurring costs related to a cybersecurity incident.

⁽³⁾ Corporate costs and expenses include corporate general and administrative expenses not utilized by management in determining segment profitability.

Golf Equipment

Net sales

During the year ended December 31, 2024, net sales in our Golf Equipment operating segment decreased \$5.2 million (0.4%) compared to the same period in 2023 primarily due to unfavorable changes in foreign currency exchange rates.

Operating income

During the year ended December 31, 2024, Golf Equipment segment operating income decreased \$9.7 million (5.0%) compared to the same period in 2023 primarily due to softer market conditions in Korea combined with higher freight costs and unfavorable foreign currency exchange rates.

Apparel, Gear and Other

Net sales

During the year ended December 31, 2024, net sales in our Apparel, Gear and Other operating segment decreased \$49.8 million (6.7%) compared to the same period in 2023, primarily due to decreases in sales of Callaway and TravisMathew soft goods. The decrease in sales for Callaway soft goods was primarily due to softer market conditions in Korea combined with the impact of unfavorable foreign currency exchange rates primarily in Japan. The decrease at TravisMathew was primarily due to an expected decrease in corporate channel sales resulting from a sell-in to a distribution partner during the first quarter of 2023, which did not recur in 2024. These declines were partially offset by direct-to-consumer growth in the retail and e-commerce channels at TravisMathew due to product line expansion and the opening of new retail stores.

Operating income

During the year ended December 31, 2024, Apparel, Gear and Other segment operating income decreased \$35.3 million (26.2%) compared to the same period in 2023 primarily driven by decreases in sales and operating expense deleverage.

Sales by Geographic Region

We sell our Golf Equipment and Apparel, Gear and Other products in the United States and internationally, with our principal international regions being Europe and Asia. Apparel, Gear and Other product sales for our TravisMathew business are primarily concentrated in the United States.

Net sales by major geographic region for the periods presented below were as follows (in millions, except percentages):

			Increase/(Decrease)		Non-GAAP Constant Currency Growth
	2024	2023	Dollars	Percent	Percent
Net sales:					
United States	\$ 1,381.1	\$ 1,395.7	\$ (14.6)	(1.0)%	(1.0)%
Europe	182.1	173.4	8.7	5.0 %	3.5%
Asia	379.1	436.6	(57.5)	(13.2)%	(7.9)%
Rest of World	135.4	127.0	8.4	6.6 %	7.6%
Total net sales	<u>\$ 2,077.7</u>	<u>\$ 2,132.7</u>	<u>\$ (55.0)</u>	(2.6)%	(1.6)%

United States

During the year ended December 31, 2024, net sales in the United States decreased \$14.6 million (1.0%) compared to the year ended December 31, 2023. The decrease was primarily due to a decline in sales of TravisMathew products in the corporate wholesale channel.

Europe

During the year ended December 31, 2024, net sales in Europe increased \$8.7 million (5.0%) compared to the year ended December 31, 2023. The increase was primarily driven by increases in golf club sales.

Asia

During the year ended December 31, 2024, net sales in Asia decreased \$57.5 million (13.2%) compared to the year ended December 31, 2023. The decrease was primarily due to softer demand in the apparel market in Korea combined with the unfavorable impact of changes in foreign currency both in Japan and Korea.

Rest of World

During the year ended December 31, 2024, net sales in Rest of World increased \$8.4 million (6.6%) compared to the year ended December 31, 2023. The increase was primarily due to strong performance in Australia and Canada for our Golf Equipment and Apparel, Gear and Other products, partially offset by the unfavorable impact of changes in foreign currencies.

Gross Profit (in millions, except percentages)

	Year Ended December 31,		Increase/(Decrease)	
	2024	2023	Dollars	Percent
Net sales	\$ 2,077.7	\$ 2,132.7	\$ (55.0)	(2.6)%
Cost of sales	1,190.7	1,205.6	(14.9)	(1.2)%
Gross profit	\$ 887.0	\$ 927.1	\$ (40.1)	(4.3)%
Gross margin	42.7 %	43.5 %		

Cost of sales

Our cost of sales is variable in nature and fluctuates relative to sales volumes. Cost of sales includes raw materials and component costs, direct labor and manufacturing overhead, inbound freight, duties and shipping charges, and depreciation and amortization.

Gross profit and gross margin

During the year ended December 31, 2024, gross profit decreased by \$40.1 million (4.3%) as compared to the year ended December 31, 2023. Gross margin decreased to 42.7% for the year ended December 31, 2024 compared to 43.5% for the year ended December 31, 2023. The decrease in gross profit is primarily due to lower sales in our Apparel, Gear and Other and Golf Equipment operating segments combined with the decrease in gross margins due to unfavorable impacts from freight and shipping charges.

Operating Expenses (in millions, except percentages)

	Year Ended December 31,		Increase/(Decrease)	
	2024	2023	Dollars	Percent
Operating expenses:				
Selling, general and administrative expense	\$ 670.0	\$ 671.2	\$ (1.2)	(0.2)%
Research and development expense	64.1	61.8	2.3	3.7 %
Total operating expenses	\$ 734.1	\$ 733.0	\$ 1.1	0.2 %

Selling, general and administrative expense

Selling, general and administrative ("SG&A") expenses primarily consist of employee costs, advertising and promotional expense, legal and professional fees, tour expenses, travel expenses, building and rent expenses, depreciation and amortization charges (excluding those related to manufacturing and distribution), and other miscellaneous expenses.

During the year ended December 31, 2024, SG&A expenses decreased by \$1.2 million (0.2%) as compared to the year ended December 31, 2023. The decrease was primarily a \$6.7 million decrease in tour player expenses and ambassador endorsement agreements and planned decreases in television and digital advertising expenditures related to cost savings initiatives. The decreases were partially offset by incremental lease expenses related to the expansion of our TravisMathew business and increases in computer software and licensing costs.

Research and development expense

Research and development expenses are comprised of costs to design, develop, test or improve our products and technology, and primarily include employee costs of personnel engaged in research and development activities, research costs and depreciation expense.

During the year ended December 31, 2024, research and development expense increased \$2.3 million (3.7%) as compared to the year ended December 31, 2023. The increase was primarily due to increases in computer software and license-related costs and increases in professional fees.

Other Income and Expense (in millions, except percentages)

			Increase/(Decrease)	
	2024	2023	Dollars	Percent
Other income and expenses:				
Interest expense, net	\$ (63.0)	\$ (70.7)	\$ 7.7	(10.9)%
Other income, net	21.6	6.1	15.5	n/m
Total other expense, net	<u>\$ (41.4)</u>	<u>\$ (64.6)</u>	<u>\$ 23.2</u>	<u>(35.9)%</u>

Other Income and Expense

Interest expense

Interest expense, net decreased \$7.7 million (10.9%) during the year ended December 31, 2024 as compared to the year ended December 31, 2023, primarily due to decreased interest expense on our term loan as a result of the debt repricing that took place during the first quarter of 2024.

Other income

Other income, net increased by \$15.5 million during the year ended December 31, 2024, as compared to the year ended December 31, 2023, primarily due to increased dividend income from our money market accounts, a dividend received from our investment in Full Swing, and a decrease in transactional losses from repricing our long-term debt in 2024, partially offset by an unfavorable change in foreign currency transactions and hedging activity.

Income Taxes

Income tax expense

Our income tax expense decreased \$11.9 million to \$18.1 million during the year ended December 31, 2024 as compared to \$30.0 million in 2023. As a percentage of pre-tax income, our effective tax rate for the year ended December 31, 2024 decreased to 16.2% compared to 23.2% in 2023.

Effective tax rate

Our effective tax rate for the year ended December 31, 2024 was lower primarily due to various domestic and foreign taxes in 2023 that did not recur in 2024.

For further discussion on our income taxes, see Note 12. "Income Taxes" in the Notes to Consolidated Financial Statements in this Form 10-K.

Discontinued Operations

Our loss from discontinued operations increased \$1,536.6 million to \$1,541.1 million during the year ended December 31, 2024, as compared to \$4.5 million in 2023, primarily due to a \$1,452.0 million impairment loss on goodwill and intangible assets associated with the Topgolf business recognized in 2024, combined with a \$46.7 million reduction in income tax benefits and an increase in interest expense. Additionally, due to the amendment of our Term Loan B requiring a mandatory repayment of \$500.0 million upon the consummation of the sale of Topgolf, we attributed a portion of the interest expense incurred on our Term Loan B to discontinued operations. Accordingly, for the years ended December 31, 2024 and 2023, we allocated interest expense of \$43.5 million and \$36.8 million, respectively, from continuing operations to discontinued operations.

For further discussion on our discontinued operations, see Note 4. "Discontinued Operations" in the Notes to Consolidated Financial Statements in this Form 10-K.

Net Income, Diluted Earnings Per Share and Reconciliation of Non-GAAP Measures

The following table presents a reconciliation of our GAAP results for the years ended December 31, 2024 and 2023 to our non-GAAP results for the same periods (in millions, except per share information):

	Year Ended December 31, 2024		Year Ended December 31, 2023	
	Net Income From Continuing Operations	Diluted Earnings (loss) per share ⁽⁴⁾⁽⁵⁾	Net Income From Continuing Operations	Diluted Earnings (loss) per share ⁽⁴⁾⁽⁵⁾
GAAP net income from continuing operations	\$ 93.4	\$ 0.50	\$ 99.5	\$ 0.53
Non-cash amortization of acquired intangibles ⁽¹⁾	(0.5)	—	(2.6)	(0.01)
Interest expense and non-recurring items ⁽²⁾	23.6	0.13	11.5	0.05
Tax valuation allowance ⁽³⁾	—	—	58.3	0.31
Non-GAAP net income from continuing operations	\$ 70.3	\$ 0.38	\$ 32.3	\$ 0.17
GAAP diluted weighted-average shares outstanding		199.3		201.1
Non-GAAP diluted weighted-average shares outstanding		184.6		186.4

⁽¹⁾ Includes the amortization of acquired intangible assets, including customer and distributor relationships, reacquired distribution rights and acquired developed technology related to our Acquisitions. See "Discussion of Non-GAAP Measures" for more information.

⁽²⁾ 2024 amounts primarily include the addition of \$43.5 million of term loan interest expense that was incurred at the corporate level and included in discontinued operations in order to burden continuing operations with the effect of total term loan interest expense and the exclusion of \$4.7 million in charges related to our 2024 debt repricing, \$1.2 million of restructuring charges, \$2.1 million in IT integration and implementation costs primarily related to the merger with Topgolf, \$1.4 million in costs related to a cybersecurity incident, and \$1.3 million of costs incurred to centralize warehousing and distribution operations to achieve synergies in connection with our acquisitions. 2023 amounts primarily include the addition of \$36.8 million of term loan interest expense that was incurred at the corporate level and included in discontinued operations in order to burden continuing operations with the effect of total term loan interest expense and the exclusion of \$13.7 million in total charges related to our 2023 debt modification, \$4.2 million in IT integration and implementation costs and \$2.4 million in costs related to a cybersecurity incident.

⁽³⁾ Related to the release of tax valuation allowances that were recorded in connection with the merger with Topgolf.

⁽⁴⁾ Diluted earnings per share is calculated using the if-converted method, which excludes interest expense related to the Convertible Notes from the calculation of net income in periods where income is reported. During the years ended December 31, 2024 and 2023, Non-GAAP diluted weighted-average shares outstanding exclude the impact of the Convertible Notes, which were anti-dilutive for the period.

⁽⁵⁾ When aggregated, diluted earnings per share amounts may not be additive due to rounding.

GAAP net income from continuing operations

Net income from continuing operations and diluted earnings per share for the year ended December 31, 2024 was \$93.4 million and \$0.50 per share, respectively, as compared to net income from continuing operations and diluted earnings per share of \$99.5 million and \$0.53 per share, respectively, for the year ended December 31, 2023. The decline in net income from continuing operations was primarily due to the decreases in revenue from both of our operating segments, partially offset by a decrease in interest expense and income tax provision.

Non-GAAP net income from continuing operations

On a non-GAAP basis, excluding the items described in the table above, our net income from continuing operations and diluted earnings per share for the for the year ended December 31, 2024 would have been \$70.3 million and \$0.38 per share, respectively, compared to \$32.3 million and \$0.17 per share, respectively, for the same period in 2023. The increase in non-GAAP net income from continuing operations was primarily due to a \$74.7 million decrease in income tax provision, partially offset by a \$45.0 million decrease in segment operating income.

Financial Condition

Cash and cash equivalents

Our cash and cash equivalents increased \$458.2 million to \$903.2 million at December 31, 2025 from \$445.0 million at December 31, 2024. The increase in cash and cash equivalents was primarily related to cash provided by operating activities of continuing operations of \$219.7 million and cash provided by investing activities of continuing operations of \$253.0 million which was driven by net proceeds from the sale of Jack Wolfskin of \$286.0 million, partially offset by capital expenditures. The increases above were partially offset by net cash used in financing activities of continuing operations of \$2.9 million. During the year ended December 31, 2025, we used our cash and cash equivalents to fund operations and purchase capital expenditures. We believe that our existing funds and existing sources of and access to capital and any future financings, as necessary, are adequate to fund our future operations. For further information related to our financing arrangements, see Note 7. “Financing Arrangements” in the Notes to Consolidated Financial Statements in Part IV, Item 15 and “Liquidity and Capital Resources” in Part II, Item 7 of this Form 10-K.

Accounts receivable

Our accounts receivable balance fluctuates throughout the year as a result of the general seasonality of our business, and is also affected by the timing of new product launches. With respect to our Golf Equipment business, accounts receivable are generally the highest during the first and second quarters during the seasonal peak in the golf industry, and generally decline significantly during the third and fourth quarters as a result of an increase in cash collections combined with lower seasonal sales. With respect to our Apparel, Gear and Other business, accounts receivable balances for our TravisMathew business are generally unaffected by seasonality while accounts receivable balances for our Callaway and OGIO soft good brands are subject to the same general seasonality as our golf equipment business. As of December 31, 2025, our net accounts receivable decreased \$14.0 million to \$123.2 million from \$137.2 million as of December 31, 2024. The decrease is primarily due to decreases in net sales.

Inventory

Our inventory balance fluctuates throughout the year as a result of the general seasonality of our Golf Equipment business, and is also affected by the timing of new product launches. With respect to our Golf Equipment business, the buildup of inventory generally begins during the fourth quarter and continues into the first quarter and beginning of the second quarter in order to meet increased demand during the golf season. Inventory levels are also impacted by the timing of new product launches as well as the success of new products. With respect to our Apparel, Gear and Other business, inventory levels are generally unaffected by seasonality. Our inventory decreased by \$2.9 million to \$625.3 million as of December 31, 2025 compared to \$628.2 million as of December 31, 2024. The decrease was primarily due to a decrease in in-transit inventory partially offset by buildup of inventory on hand to prepare for 2026 product launches.

Liquidity and Capital Resources

Liquidity

Our principal sources of liquidity consist of our existing cash balances, funds expected to be generated from operations and funds from our credit facilities. Based upon our current cash balances, our estimates of funds expected to be generated from operations, as well as from current and projected availability under our current or future credit facilities, we believe that we will be able to finance current and planned operating requirements, capital expenditures, required debt repayments and contractual obligations and commercial commitments for at least the next 12 months from the issuance date of this Form 10-K.

Our ability to generate sufficient positive cash flows from operations is subject to many risks and uncertainties, including future economic trends and conditions, demand for our products, supply chain challenges, price inflation, foreign currency exchange rates, and other risks and uncertainties applicable to us and our business (see “Risk Factors” contained in Part I, Item 1A in this Form 10-K).

Capital resources

As of December 31, 2025, we had \$1,245.1 million in cash and availability under our credit facilities, which is an increase of \$451.2 million or 57% compared to December 31, 2024. On January 2, 2026, we made a \$1,000.0 million partial repayment on our 2023 Term Loan B with the proceeds we received from the sale of our 60% equity share in the Topgolf and Toptracer businesses combined with cash on hand. The repayment consisted of a \$500.0 million mandatory repayment pursuant to an amendment to the 2023 Term Loan B that we entered into in December 2025 and an additional \$500.0 million discretionary repayment. Immediately following the closing of the Topgolf transaction and the completion of the partial repayment on our 2023 Term Loan B, on January 2, 2026 we were in a net cash position with approximately \$680.0 million in cash and cash equivalents and approximately \$480.0 million in gross debt. Information about our credit facilities and long-term borrowings is presented in Note 7. “Financing Arrangements” in the Notes to Consolidated Financial Statements in this Form 10-K and is incorporated herein by this reference.

As of December 31, 2025, approximately 10% of our cash was held in regions outside of the United States. We continue to maintain our indefinite reinvestment assertion with respect to most jurisdictions in which we operate because of local cash requirements to operate our business. If we were to repatriate cash to the United States outside of settling intercompany balances, we may need to pay incremental foreign withholding taxes which, subject to certain limitations, generate foreign tax credits for use against our U.S. tax liability, if any. Additionally, we may need to pay certain state income taxes.

Significant cash obligations

We plan to utilize our liquidity (as described above) and our cash flows from business operations to fund our material cash requirements. The table below summarizes certain significant cash obligations as of December 31, 2025 that will affect our future liquidity (in millions):

	Payments Due By Period				
	Total	2026	2027 - 2028	2029 - 2030	Thereafter
Debt ⁽¹⁾	\$ 1,478.7	\$ 775.6	\$ 72.2	\$ 628.8	\$ 2.1
Interest payments ⁽²⁾	209.6	52.6	100.1	56.6	0.3
Finance leases, including imputed interest ⁽³⁾	0.9	0.3	0.4	0.2	—
Operating leases, including imputed interest ⁽⁴⁾	297.9	36.1	65.8	58.5	137.5
Minimum lease payments for leases signed but not yet commenced ⁽⁵⁾	12.9	0.7	2.1	2.5	7.6
Unconditional purchase obligations ⁽⁶⁾	87.2	51.2	35.1	0.9	—
Uncertain tax contingencies ⁽⁷⁾	1.3	—	0.5	—	0.8
Total	\$ 2,088.5	\$ 916.5	\$ 276.2	\$ 747.5	\$ 148.3

⁽¹⁾ Excludes unamortized debt discounts, unamortized debt issuance costs, and fair value adjustments. Includes \$44.7 million of outstanding ABL borrowings. For further details related to long-term debt, see Note 7. “Financing Arrangements” in the Notes to Consolidated Financial Statements in this Form 10-K. On January 2, 2026, in connection with the sale of Topgolf, we made a \$1,000.0 million partial repayment on our 2023 Term Loan B which consisted of a \$500.0 million mandatory prepayment and a \$500.0 million discretionary payment.

⁽²⁾ Long-term debt may have fixed or variable interest rates. For further details, see Note 7. “Financing Arrangements” in the Notes to Consolidated Financial Statements in this Form 10-K.

⁽³⁾ Represents future minimum payments under financing leases. For further details, see Note 6. “Leases” in the Notes to Consolidated Financial Statements in this Form 10-K.

⁽⁴⁾ Represents commitments for minimum lease payments under non-cancellable operating leases. For further details, see Note 6. “Leases” in the Notes to Consolidated Financial Statements in this Form 10-K.

⁽⁵⁾ Represents future minimum lease payments under lease agreements that have not yet commenced as of December 31, 2025 in relation to future TravisMathew retail stores. For further discussion, see Note 6. “Leases” in the Notes to Consolidated Financial Statements in this Form 10-K.

⁽⁶⁾ During the normal course of our business, we enter into agreements to purchase goods and services, including commitments for endorsement agreements with professional athletes and other endorsers, consulting and service agreements, and intellectual property licensing agreements pursuant to which we are required to pay royalty fees. The amounts listed above approximate the minimum purchase obligations we are obligated to pay under these agreements over the next five years and thereafter as of December 31, 2025. The actual amounts paid under some of the agreements may be higher or lower than these amounts. In addition, we also enter into unconditional purchase obligations with various vendors and suppliers of goods and services during the normal course of business through purchase orders or other documentation or that are undocumented except for an invoice. For further details, see Note 13. “Commitments & Contingencies” in the Notes to Consolidated Financial Statements in this Form 10-K.

⁽⁷⁾ Amounts represent current and non-current portions of uncertain income tax positions as recorded on our Consolidated Balance Sheets as of December 31, 2025. Amounts exclude uncertain income tax positions that we would be able to offset against deferred taxes. For further discussion, see Note 12. “Income Taxes” in the Notes to Consolidated Financial Statements in this Form 10-K.

During the normal course of business, we have made certain indemnities, commitments and guarantees under which we may be required to make payments in relation to certain transactions. These include (i) intellectual property indemnities to our customers and licensees in connection with the use, sale and/or license of our products or trademarks, (ii) indemnities to various lessors in connection with facility leases for certain claims arising from such facilities or leases, (iii) indemnities to vendors and service providers pertaining to the goods or services provided to us or based on the negligence or willful misconduct, and (iv) indemnities involving the accuracy of representations and warranties in certain contracts. In addition, we have made contractual commitments to each of our officers and certain other employees providing for severance payments upon the termination of employment. We have also issued guarantees in the form of a standby letter of credit in the amount of \$0.4 million primarily as security for contingent liabilities under certain workers' compensation insurance policies.

The duration of these indemnities, commitments and guarantees varies, and in certain cases may be indefinite. The majority of these indemnities, commitments and guarantees do not provide for any limitation on the maximum amount of future payments we could be obligated to make. Historically, costs incurred to settle claims related to indemnities have not been material to our financial position, results of operations or cash flows. In addition, we believe the likelihood is remote that payments under the commitments and guarantees described above will have a material effect on our financial condition. The fair value of these indemnities, commitments and guarantees that we issued during the 12 months ended December 31, 2025 was not material to our financial position, results of operations or cash flows.

In addition to the contractual obligations listed above, our liquidity could also be adversely affected by an unfavorable outcome with respect to claims and litigation that we are subject to from time to time. See Note 13. "Commitments & Contingencies" in the Notes to Consolidated Financial Statements in this Form 10-K.

We have no material off-balance sheet arrangements.

Item 7A. *Quantitative and Qualitative Disclosures about Market Risk*

We use derivative financial instruments to mitigate our exposure to changes in foreign currency exchange rates and interest rates. Transactions involving these financial instruments are with creditworthy banks, primarily banks that are party to our credit facilities (see Note 7. "Financing Arrangements" and Note 18. "Derivatives and Hedging" in the Notes to Consolidated Financial Statements in this Form 10-K). The use of these instruments exposes us to market and credit risk which may at times be concentrated with certain counterparties, although counterparty nonperformance is not anticipated.

Foreign Currency Fluctuations

Information about our foreign currency hedging activities is set forth in Note 18. "Derivatives and Hedging" in the Notes to Consolidated Financial Statements in this Form 10-K, which is incorporated herein by this reference.

As part of our risk management procedure, a sensitivity analysis model is used to measure the potential loss in future earnings of market-sensitive instruments resulting from one or more selected hypothetical changes in interest rates or foreign currency values. The sensitivity analysis model quantifies the estimated potential effect of unfavorable movements of 10% in foreign currencies to which we were exposed at December 31, 2025 through our foreign currency forward contracts.

At December 31, 2025, the estimated maximum loss from our foreign currency forward contracts, calculated using the sensitivity analysis model described above, was \$8.9 million. We believe that such a hypothetical loss from our foreign currency forward contracts would be partially offset by increases in the value of the underlying transactions being hedged.

The sensitivity analysis model is a risk analysis tool and does not purport to represent actual losses in earnings that we will incur, nor does it consider the potential effect of favorable changes in market rates. It also does not represent the maximum possible loss that may occur. Actual future gains and losses will differ from those estimated because of changes or differences in market rates and interrelationships, hedging instruments and hedge percentages, timing and other factors.

Interest Rate Fluctuations

We are exposed to interest rate risk from our credit facilities and long-term borrowing commitments. Outstanding borrowings under these credit facilities and long-term borrowing commitments accrue interest as described in Note 7. "Financing Arrangements" in the Notes to Consolidated Financial Statements in this Form 10-K. Our long-term borrowing commitments are subject to interest rate fluctuations, which could be material to our cash flows and results of operations. As of December 31, 2025, our quantitative disclosure below reflects a total of \$1,165.6 million outstanding on our Term Loan B, which is subject to changes in variable rates. In order to mitigate this risk, we enter into interest rate hedges as part of our interest rate risk management strategy. Information about our interest rate hedges is provided in Note 18. "Derivatives and Hedging" in the Notes to Consolidated Financial Statements in this Form 10-K. In order to determine the impact of unfavorable changes in interest rates on our cash flows and results of operations, we performed a sensitivity analysis as part of our risk management procedures. The sensitivity analysis quantified that the incremental expense incurred by a 10% increase in interest rates would approximately result in an annual increase of \$4.4 million in interest expense on our existing principal balance as of December 31, 2025. Subsequent to year-end, on January 2, 2026, we utilized the proceeds from the sale of Topgolf and cash on hand to repay \$1,000.0 million on our Term Loan B. This significant repayment has materially reduced our exposure to interest rate fluctuations. While the sensitivity analysis provided in the "Quantitative Disclosures" above represents our risk position as of our fiscal year-end, we believe the subsequent reduction in debt significantly lowers our sensitivity to future interest rate increases. Had this repayment occurred on December 31, 2025, the potential impact of a 10% increase in interest rates on our annual interest expense would have been reduced by approximately \$3.8 million.

Inflation

The continued increase in inflation partially contributed to the increase in the cost of our products as well as our operating costs. If the cost of our products, employee costs, or other costs continue to be subject to significant inflationary pressures, such inflationary pressures may have an adverse effect on our ability to maintain current levels of gross margin and selling, general and administrative expenses. Further, we may not be able to offset these increased costs through price increases. As a result, our inability to quickly respond to inflation could harm our cash flows and results of operations in the future.

Commodity Risk

We are exposed to commodity price and availability risks with respect to certain materials and components that we, our suppliers and our manufacturers use for the manufacturing of our golf balls, golf clubs and soft goods.

Item 8. Financial Statements and Supplementary Data

Our Consolidated Financial Statements as of December 31, 2025 and 2024 and for each of the three years in the period ended December 31, 2025, together with the report of our independent registered public accounting firm, are included in this Annual Report on Form 10-K beginning on page F-1.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures*Disclosure Controls and Procedures*

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness, as of December 31, 2025, of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2025.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining effective internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act). Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2025. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in our report entitled *Internal Control—Integrated Framework (2013)*. Based on that assessment, management concluded that as of December 31, 2025, our internal control over financial reporting was effective based on the COSO criteria.

The effectiveness of our internal control over financial reporting as of December 31, 2025 has been audited by Deloitte & Touche LLP, our independent registered public accounting firm, as stated in its report which is included herein.

Changes in Internal Control over Financial Reporting

During the quarter ended December 31, 2025, there were no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Item 9B. Other Information

During the three months ended December 31, 2025, none of our officers or directors adopted or terminated any contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non Rule 10b5-1 trading arrangement."

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Callaway Golf Company

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Callaway Golf Company and subsidiaries (the “Company”) as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2025, of the Company and our report dated February 27, 2026 expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP
Costa Mesa, California

February 27, 2026

PART III

Item 10. *Directors, Executive Officers and Corporate Governance*

Certain information concerning our executive officers is included under the caption “Information About our Executive Officers” following Part I, Item 1 of this Form 10-K. The other information required by Item 10 will be included in our definitive Proxy Statement under the captions “Proposal No. 1 - Election of Directors,” “Delinquent Section 16(a) Reports” and “Board of Directors and Corporate Governance,” to be filed with the Commission within 120 days after the end of calendar year 2025 pursuant to Regulation 14A, which information is incorporated herein by this reference.

We have adopted an Insider Trading Policy applicable to our directors, officers, employees, and other covered persons, and have implemented processes for the Company, that we believe are reasonably designed to promote compliance with insider trading laws, rules and regulations, and the New York Stock Exchange listing standards. It is our policy to comply with U.S. insider trading laws and regulations, including with respect to transactions in our own securities. Our Insider Trading Policy is filed as Exhibit 19.1 to this Annual Report on Form 10-K.

Item 11. *Executive Compensation*

We maintain employee benefit plans and programs in which our executive officers are participants. Copies of certain of these plans and programs are set forth or incorporated by reference as Exhibits to this report. Information required by Item 11 will be included in our definitive Proxy Statement under the captions “Executive Officer Compensation,” “Executive Officer Compensation - Compensation Committee Report” and “Board of Directors and Corporate Governance,” to be filed with the Commission within 120 days after the end of calendar year 2025 pursuant to Regulation 14A, which information is incorporated herein by this reference.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters*

The information required by Item 12 will be included in our definitive Proxy Statement under the caption “Beneficial Ownership of the Company’s Securities,” to be filed with the Commission within 120 days after the end of calendar year 2025 pursuant to Regulation 14A, which information is incorporated herein by this reference.

Securities Authorized for Issuance under Equity Compensation Plans

The following table provides information about the number of stock options and shares underlying restricted stock units and performance share units outstanding and authorized for issuance under all of our equity compensation plans as of December 31, 2025. See Note 15. “Stock Plans and Share-Based Compensation” in the Notes to Consolidated Financial Statements in this Form 10-K for further discussion of our equity plans.

Equity Compensation Plan Information (in millions, except per share amounts)

Plan Category	Number of Shares to be Issued Upon Exercise of Outstanding Options and Vesting of Restricted Stock Units and Performance Share Units	Weighted-Average Exercise Price of Outstanding Options	Number of Shares Remaining Available for Future Issuance
Equity Compensation Plans Approved by Shareholders	5.8 ⁽¹⁾	\$ —	16.4 ⁽²⁾
Equity Compensation Plans Not Approved by Shareholders ⁽³⁾	—	—	—
Total	5.8	\$ —	16.4

⁽¹⁾ Includes 3,172,111 shares underlying RSUs and 2,621,387 shares underlying PRSUs (at “target”) issuable under our Amended and Restated 2022 Incentive Plan (the “2022 Plan”).

⁽²⁾ Consists of 16,407,458 shares remaining available for future issuance under the 2022 Plan. For purposes of calculating the shares that remain available for future issuance under the 2022 Plan, each share subject to an option is counted against the share reserve as 1.0 share and each share subject to a full value award (i.e., RSUs and PRSUs) under the 2022 Plan is counted against the share reserve as 2.0 shares under the 2022 Incentive Plan’s fungible share ratio. PRSUs are counted against the share reserve based on “max” level of performance and may vest up to 200% of the “target” number of units, depending on the year granted and the terms of such awards.

⁽³⁾ In connection with our merger with Topgolf, we assumed the Topgolf 2016 Stock Incentive Plan (the “TG16 Plan”) and the outstanding awards thereunder. No shares are available for grant under the TG16 Plan at December 31, 2025 (see Note 14. “Capital Stock” in the Notes to Consolidated Financial Statements in this Form 10-K), and therefore, the outstanding awards under such plans are not reported in the table. As of December 31, 2025, a total of 502,685 shares underlying stock options outstanding under the TG16 Plan, which options have a weighted-average exercise price of \$30.82.

Item 13. *Certain Relationships, Related Transactions and Director Independence*

The information required by Item 13 will be included in our definitive Proxy Statement under the captions “Transactions with Related Persons” and “Board of Directors and Corporate Governance,” to be filed with the Commission within 120 days after the end of calendar year 2025 pursuant to Regulation 14A, which information is incorporated herein by this reference.

Item 14. *Principal Accountant Fees and Services*

The information included in Item 14 will be included in our definitive Proxy Statement under the caption “Information Concerning Independent Registered Public Accounting Firm” to be filed with the Commission within 120 days after the end of calendar year 2025 pursuant to Regulation 14A, which information is incorporated herein by this reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

Documents filed as part of this report:

1. *Financial Statements.* The following consolidated financial statements of Callaway Golf Company and our subsidiaries required to be filed pursuant to Part II, Item 8 of this Form 10-K, are included in this Annual Report on Form 10-K beginning on page F-1:

- Report of Independent Registered Public Accounting Firm;
- Consolidated Balance Sheets as of December 31, 2025 and 2024;
- Consolidated Statements of Operations for the years ended December 31, 2025, 2024 and 2023;
- Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2025, 2024 and 2023;
- Consolidated Statements of Cash Flows for the years ended December 31, 2025, 2024 and 2023;
- Consolidated Statements of Shareholders' Equity for the years ended December 31, 2025, 2024 and 2023; and
- Notes to Consolidated Financial Statements.

2. Financial statement schedules are omitted because they are not applicable or the required information is shown in the Consolidated Financial Statements or notes thereto.

3. *Exhibits.*

A copy of any of the following exhibits will be furnished to any beneficial owner of our common stock, or any person from whom we solicit a proxy, upon written request and payment of our reasonable expenses in furnishing any such exhibit. All such requests should be directed to our Investor Relations Department at Callaway Golf Company, 2180 Rutherford Road, Carlsbad, CA 92008.

- 2.1 Sale & Purchase Agreement, dated as of April 10, 2025, by and between the Company and Anca Holdco GmbH & Co. KG incorporated herein by this reference to Exhibit 2.1 to the Company's Current Report on Form 8-K, as filed with the Commission on April 10, 2025 (file no. 1-10962).
- 2.2 Equity Purchase Agreement, dated as of November 17, 2025, by and among the Company, Callaway TG Holdco Inc. and LGP TG Aggregator incorporated herein by this reference to Exhibit 2.1 to the Company's Current Report on Form 8-K, as filed with the Commission on November 18, 2025 (file no. 1-10962).
- 3.1 Fourth Restated Certificate of Incorporation of the Company, incorporated herein by this reference to Exhibit 3.2 to the Company's Current Report on Form 8-K, as filed with the Commission on January 16, 2026 (file no. 1-10962).
- 3.2 Amended and Restated Bylaws of the Company, incorporated herein by this reference to Exhibit 3.3 to the Company's Current Report on Form 8-K, as filed with the Commission on January 16, 2026 (file no. 1-10962).
- 4.1 Form of Specimen Stock Certificate for Common Stock, incorporated herein by this reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, as filed with the Commission on June 15, 2009 (file no. 1-10962).
- 4.2 Description of Registrant's Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934.†
- 4.3 Indenture, dated as of May 4, 2020, between the Company and Wilmington Trust, National Association, incorporated herein by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K, as filed with the Commission on May 4, 2020 (file no. 1-10962).
- 4.4 Form of 2.75% Convertible Senior Notes due May 1, 2026, incorporated herein by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K, as filed with the Commission on May 4, 2020 (file no. 1-109-62).

- 4.5 Assignment, Assumption and Amendment Agreement, dated as of October 27, 2020, by and among the Company, Topgolf and PEP TG Investments LP, relating to that certain Warrant, issued by Topgolf to PEP TG Investments LP on July 6, 2016, incorporated herein by this reference to Exhibit 4.5 to the Company's Annual Report on Form 10-K, as filed with the Commission on March 1, 2022 (file no. 1-10962).

Executive Compensation Contracts/Plans

- 10.1 Amended and Restated Officer Employment Agreement, effective as of March 24, 2014, by and between the Company and Oliver G. Brewer, III, incorporated herein by this reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the Commission on March 28, 2014 (file no. 1-10962).
- 10.2 First Amendment to Amended and Restated Officer Employment Agreement, effective as of March 6, 2015, by and between the Company and Oliver G. Brewer, III, incorporated herein by this reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, as filed with the Commission on March 10, 2015 (file no. 1-10962).
- 10.3 Officer Employment Agreement, effective as of June 1, 2012, by and between the Company and Brian Lynch, incorporated herein by this reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, as filed with the Commission on August 2, 2012 (file no. 1-10962).
- 10.4 First Amendment to Officer Employment Agreement, effective March 24, 2014, by and between the Company and Brian Lynch, incorporated herein by this reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, as filed with the Commission on April 25, 2014 (file no. 1-10962).
- 10.5 Second Amendment to Officer Employment Agreement, effective August 7, 2017, by and between the Company and Brian P. Lynch, incorporated herein by this reference to Exhibit 10.2 to the Company's Current Report on Form 10-Q, as filed with the Commission on November 8, 2017 (file no. 1-10962).
- 10.6 Officer Employment Agreement effective September 1, 2013, by and between the Company and Glenn Hickey, incorporated herein by this reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K for the year ended December 31, 2019, as filed with the Commission on March 2, 2020 (file no. 1-10962).
- 10.7 Officer Employment Agreement, effective as of April 25, 2012, by and between the Company and Mark Leposky, incorporated herein by this reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, as filed with the Commission on August 2, 2012 (file no. 1-10962).
- 10.8 Officer Employment Agreement, entered into as of January 28, 2013, by and between the Company and Timothy R. Reed.†
- 10.9 First Amendment to Officer Employment Agreement, effective May 22, 2013, by and between the Company and Timothy R. Reed.†
- 10.10 Second Amendment to Officer Employment Agreement, effective August 29, 2022, by and between the Company and Timothy R. Reed. †
- 10.11 Officer Employment Agreement, entered into as of September 29, 2025, by and between the Company and Angela Deskins.†
- 10.12 First Amendment to Officer Employment Agreement, effective January 1, 2026, by and between the Company and Angela Deskins.†
- 10.13 Annual Incentive Plan Guidelines, incorporated herein by this reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the Commission on March 28, 2012 (file no. 1-10962).
- 10.14 Topgolf International, Inc. 2016 Stock Incentive Plan, incorporated herein by this reference to Exhibit 10.7 to the Company's Registration Statement on Form S-8, as filed with the Commission on March 8, 2021 (file no. 333-253985).
- 10.15 Form of Nonqualified Stock Option Grant Notice and Stock Option Agreement under the Topgolf International, Inc. 2016 Stock Incentive Plan, incorporated herein by this reference to Exhibit 10.8 to the Company's Registration Statement on Form S-8, as filed with the Commission on March 8, 2021 (file no. 333-253985).

- 10.16 Form of Incentive Stock Option Grant Notice and Stock Option Agreement under the Topgolf International, Inc. 2016 Stock Incentive Plan, incorporated herein by this reference to Exhibit 10.9 to the Company's Registration Statement on Form S-8, as filed with the Commission on March 8, 2021 (file no. 333-253985).
- 10.17 Topgolf International, Inc. Nonqualified Stock Option Grant Notice and Stock Option Agreement, by and between Topgolf International, Inc. and WestRiver Management, LLC, dated October 18, 2016, incorporated herein by this reference to Exhibit 10.10 to the Company's Registration Statement on Form S-8, as filed with the Commission on March 8, 2021 (file no. 333-253985).
- 10.18 Amended and Restated 2022 Incentive Plan, incorporated herein by this reference to Appendix B to the Company's definitive proxy statement, as filed with the Commission on April 16, 2025 (file no. 1-10962).
- 10.19 Form of Performance Unit Grant Agreement under the 2022 Incentive Plan, incorporated herein by this reference to Exhibit 10.2 to the Company's Registration Statement on Form S-8, as filed with the Commission on May 25, 2022 (file no. 1-10962).
- 10.20 Form of Restricted Stock Unit Grant Agreement under the 2022 Incentive Plan, incorporated herein by this reference to Exhibit 10.3 to the Company's Registration Statement on Form S-8, as filed with the Commission on May 25, 2022 (file no. 1-10962).
- 10.21 Indemnification Agreement, dated January 25, 2010, between the Company and Adebayo O. Ogunlesi incorporated herein by reference to Exhibit 10.35 to the Company's Annual Report on Form 10-K for the year ended December 31, 2009, as filed with the Commission on February 26, 2010 (file no. 1-10962).
- 10.22 Indemnification Agreement, dated March 4, 2009, between the Company and John F. Lundgren, incorporated herein by this reference to Exhibit 10.51 to the Company's Current Report on Form 8-K, as filed with the Commission on March 10, 2009 (file no. 1-10962).
- 10.23 Indemnification Agreement, dated April 7, 2004, between the Company and Anthony S. Thornley, incorporated herein by this reference to Exhibit 10.34 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004, as filed with the Commission on March 10, 2005 (file no. 1-10962).
- 10.24 Indemnification Agreement, dated August 4, 2015, between the Company and Linda B. Segre, incorporated herein by this reference to Exhibit 10.1 to the Company's Current Report on Form 8-K as filed with the Commission on August 6, 2015 (file no. 1-10962).
- 10.25 Indemnification Agreement, effective May 8, 2018, between the Company and Russell Fleischer incorporated herein by this reference to Exhibit 10.1 to the Company's Current Report on Form 8-K as filed with the Commission on May 10, 2018 (file no. 1-10962).
- 10.26 Indemnification Agreement, dated March 8, 2021, between the Company and Erik J Anderson, incorporated herein by this reference to Exhibit 10.1 of the Company's Current Report on Form 8-K, as filed with the Commission on March 8, 2021 (file no. 1-10962).
- 10.27 Indemnification Agreement, dated December 6, 2021, between the Company and Bavan M. Holloway, incorporated herein by this reference to Exhibit 10.1 of the Company's Current Report on Form 8-K, as filed with the Commission on December 6, 2021 (file no. 1-10962).
- 10.28 Indemnification Agreement, dated March 15, 2022, between the Company and Varsha R. Rao incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the Commission on March 15, 2022 (file no. 1-10962)

Other Contracts

- 10.29 Credit Agreement, dated as of March 16, 2023, among the Company, the financial institutions party thereto from time to time as lenders, and Bank of America, N.A. as administrative agent and collateral agent, incorporated herein by this reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q as filed with the Commission on May 10, 2023 (file no. 1-10962).
- 10.30 Amendment No. 1 to Credit Agreement, dated as of March 19, 2024, by and among the Company, certain subsidiaries of the Company, and Bank of America, N.A., as administrative agent, incorporated herein by this reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, as filed with the Commission on April 8, 2024 (file no. 1-10962).

- 10.31 Amendment No. 2 to Credit Agreement, dated as of December 1, 2025, by and among the Company, certain subsidiaries of the Company, Bank of America, N.A., as administrative agent, and the financial institutions party thereto from time to time as lenders. †
- 10.32 Fifth Amended and Restated Loan and Security Agreement, dated as of March 16, 2023, by and among the Company, certain subsidiaries of the Company, the financial institutions party thereto as lenders, and Bank of America, N.A., as administrative agent and security trustee, incorporated herein by this reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q, as filed with the Commission on May 10, 2023 (file no. 1-10962).
- 10.33 First Amendment to Fifth Amended and Restated Loan and Security Agreement, dated as of April 10, 2024, by and among the Company, certain subsidiaries of the Company, the financial institutions party thereto as lenders, and Bank of America, N.A., as administrative agent and security trustee, incorporated herein by this reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q, as filed with the Commission on April 8, 2024 (file no. 1-10962).
- 10.34 Second Amendment to Fifth Amended and Restated Loan and Security Agreement, dated as of July 2, 2024, by and among the Company, certain subsidiaries of the Company, the financial institutions party thereto from time to time as lenders, and Bank of America, N.A., as administrative agent and security trustee, incorporated herein by this referred to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q, as filed with the Commission on August 7, 2024 (file no. 1-10962).
- 10.35 Third Amendment to Fifth Amended and Restated Loan and Security Agreement, dated as of April 9, 2025, by and among Topgolf Callaway Brands Corp., the other borrowers and obligors party thereto, the lenders party thereto and Bank of America, N.A., as administrative agent and as security trustee, incorporated herein by this reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the Commission on April 10, 2025 (file no. 1-10962).
- 10.36 Fourth Amendment to Fifth Amended and Restated Loan and Security Agreement, dated as of November 21, 2025, by and among the Company, certain subsidiaries of the Company, the financial institutions party thereto from time to time as lenders, and Bank of America, N.A., as administrative agent and security trustee. †
- 10.37 Stockholders Agreement, dated as of October 27, 2020, by and among Callaway Golf Company and certain stockholders of Topgolf International, Inc., incorporated herein by this reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, as filed with the Commission on October 27, 2020 (file no. 1-10962).
- 10.38 Registration Rights Agreement, dated as October 27, 2020, by and among Callaway Golf Company, Topgolf International, Inc and certain stockholders of TopGolf International, Inc, incorporated by this reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, as filed with the Commission on October 27, 2020 (file no 1-10962).
- 10.39 Confirmation of Base Capped Call Transaction, dated April 29, 2020, between Callaway Golf Company and Goldman Sachs & Co. LLC, incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the Commission on May 4, 2020 (file no. 1-10962).
- 10.40 Confirmation of Base Capped Call Transaction, dated April 29, 2020, between Callaway Golf Company and Bank of America, N.A., incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, as filed with the Commission on May 4, 2020 (file no. 1-10962).
- 10.41 Confirmation of Base Capped Call Transaction, dated April 29, 2020, between Callaway Golf Company and Morgan Stanley & Co. LLC, incorporated herein by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K, as filed with the Commission on May 4, 2020 (file no. 1-10962).
- 10.42 Confirmation of Additional Capped Call Transaction, dated April 30, 2020, between Callaway Golf Company and Goldman Sachs & Co. LLC, incorporated herein by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K, as filed with the Commission on May 4, 2020 (file no. 1-10962).
- 10.43 Confirmation of Additional Capped Call Transaction, dated April 30, 2020, between Callaway Golf Company and Bank of America, N.A., incorporated herein by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K, as filed with the Commission on May 4, 2020 (file no. 1-10962).
- 10.44 Confirmation of Additional Capped Call Transaction, dated April 30, 2020, between Callaway Golf Company and Morgan Stanley & Co. LLC incorporated herein by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K, as filed with the Commission on May 4, 2020 (file no. 1-10962).

- 10.45 Amended and Restated Limited Liability Company Agreement of Topgolf Topco, LLC, effective as of January 1, 2026, incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the Commission on January 7, 2026 (file no. 1-10962).
- 19.1 Insider Trading Policy, incorporated herein by reference to Exhibit 19.1 to the Company's Annual Report on Form 10-K, as filed with the Commission on March 3, 2025 (file no. 1-10962).
- 21.1 List of Subsidiaries.†
- 23.1 Consent of Deloitte & Touche LLP.†
- 24.1 Limited Power of Attorney.†
- 31.1 Certification of Oliver G. Brewer III pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.†
- 31.2 Certification of Brian P. Lynch pursuant to Rule 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.†
- 32.1 Certification of Oliver G. Brewer III and Brian P. Lynch pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.†
- 97.1 Policy for Recovery of Erroneously Awarded Compensation, incorporated herein by reference to Exhibit 97.1 to the Company's Annual Report on Form 10-K, as filed with the Commission on February 29, 2024 (file no. 1-10962).
- 101 The following financial statements from the Company's Annual Report on Form 10-K for the year ended December 31, 2025, formatted in Inline Extensible Business Reporting Language (iXBRL): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive (Loss) Income, (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Shareholders' Equity, and (vi) Notes to Consolidated Financial Statements, tagged as blocks of text and including detailed tags.
- 104 Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

† Included in this report

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on our behalf by the undersigned, thereunto duly authorized.

CALLAWAY GOLF COMPANY

By: /s/ OLIVER G. BREWER III

Oliver G. Brewer III
President and Chief Executive Officer

Date: February 27, 2026

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and as of the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Dated as of</u>
Principal Executive Officer: <u>/s/ OLIVER G. BREWER III</u> Oliver G. Brewer III	President and Chief Executive Officer, Director	<u>February 27, 2026</u>
Principal Financial Officer: <u>/s/ BRIAN P. LYNCH</u> Brian P. Lynch	Executive Vice President, Chief Financial Officer	<u>February 27, 2026</u>
Principal Accounting Officer: <u>/s/ JENNIFER THOMAS</u> Jennifer Thomas	Sr. Vice President, Chief Accounting Officer	<u>February 27, 2026</u>
Non-Management Directors: <u>*</u> Erik J. Anderson	Vice Chairman of the Board	<u>February 27, 2026</u>
<u>*</u> Russell L. Fleischer	Director	<u>February 27, 2026</u>
<u>*</u> Bavan M. Holloway	Director	<u>February 27, 2026</u>
<u>*</u> John F. Lundgren	Chairman of the Board	<u>February 27, 2026</u>
<u>*</u> Adebayo O. Ogunlesi	Director	<u>February 27, 2026</u>
<u>*</u> Varsha R. Rao	Director	<u>February 27, 2026</u>
<u>*</u> Linda B. Segre	Director	<u>February 27, 2026</u>
<u>*</u> Anthony S. Thornley	Director	<u>February 27, 2026</u>

*By: /s/ BRIAN P. LYNCH

Brian P. Lynch
Attorney-in-fact

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Callaway Golf Company

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Callaway Golf Company and subsidiaries (the “Company”) as of December 31, 2025, and 2024, the related consolidated statements of operations, comprehensive income (loss), shareholders’ equity, and cash flows, for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control—Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 27, 2026, expressed an unqualified opinion on the Company’s internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Income Tax Provision Including Valuation Allowance – Refer to Notes 2 and 12 to the Financial Statements

Critical Audit Matter Description

The Company is subject to income tax in the U.S. and foreign jurisdictions, and deferred tax assets and liabilities result from temporary differences between the financial reporting and tax bases of assets and liabilities. As described in Note 12 to the consolidated financial statements, the Company recorded an income tax benefit of \$48.8 million and has gross deferred tax assets of \$1,041 million, a valuation allowance of \$143.4 million reducing the deferred tax assets to \$897.6 million and, overall, net deferred tax assets of \$107.4 million as of December 31, 2025. Management uses judgment when recording its tax provision, which includes the interpretation and application of complex tax laws across multiple jurisdictions. In addition, management uses judgment when preparing the appropriate presentation and allocation of income tax expense/benefit between continuing operations and discontinued operations on a with-and-without approach that aligns with Accounting Standards Codification (“ASC”) Topic No. 740, Income Taxes guidance on intra-period allocations. Further, the valuation of the Company’s deferred tax assets requires a significant amount of judgment, including weighing negative and positive evidence and identifying sources of future taxable income, whether through reversals of existing taxable temporary differences or through the use of projections, to demonstrate the ability to utilize tax credits, net operating losses (“NOLs”) and other tax attributes.

Given the significant judgments by management when interpreting and applying complex tax laws and regulations as well as ASC 740, our audit procedures to assess the tax provision and the valuation allowance recorded against the Company's deferred tax assets required a high degree of auditor judgment and an increased extent of audit effort, including the need to involve our income tax specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures performed related to the income tax provision including valuation allowance included the following, among others:

- We tested the effectiveness of controls over the income tax provision and deferred tax assets and liabilities, including management's controls over the estimates of future taxable income and the determination of whether it is more likely than not that deferred tax assets will be realized.
- We assessed management's allocation methodology for income taxes between continuing and discontinued operations to evaluate whether the approach aligns with ASC 740 guidance and inspected whether discrete items were allocated appropriately and consistently.
- We assessed the reasonableness of the methods, assumptions, and judgments used by management to determine the tax provision, deferred taxes, and valuation allowance.
- We tested the valuation allowances recorded by evaluating management conclusions on the realizability of the deferred tax assets.
- We tested the income tax provision by selecting a sample of permanent differences and deferred tax assets and liabilities and related temporary differences, evaluating compliance with tax laws and regulations for those samples.
- We involved tax specialists in our firm having expertise in accounting for U.S. and foreign income taxes.

/s/ Deloitte & Touche LLP

Costa Mesa, California
February 27, 2026

We have served as the Company's auditor since 2002.

CALLAWAY GOLF COMPANY
CONSOLIDATED BALANCE SHEETS
(In millions, except share data)

	December 31,	
	2025	2024
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 903.2	\$ 445.0
Accounts receivable, less allowances of \$4.9 million and \$5.8 million, respectively	123.2	137.2
Inventories	625.3	628.2
Prepaid expenses	44.1	40.7
Other current assets	69.8	61.5
Current assets of discontinued operations (Note 4)	4,170.0	288.1
Total current assets	5,935.6	1,600.7
Property, plant and equipment, net	159.5	175.9
Operating lease right-of-use assets, net	173.5	151.9
Intangible assets, net	222.4	222.5
Goodwill	619.8	618.7
Other assets, net	175.2	120.8
Long-term assets of discontinued operations (Note 4)	—	4,745.6
Total assets	\$ 7,286.0	\$ 7,636.1
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	\$ 296.2	\$ 267.2
Accrued employee compensation and benefits	84.9	48.3
Long-term debt, current portion	765.3	14.6
Asset-based credit facilities	44.7	25.4
Operating lease liabilities, short-term	22.9	18.1
Deferred revenue	21.5	15.9
Other current liabilities	18.5	17.0
Current liabilities of discontinued operations (Note 4)	3,113.5	419.4
Total current liabilities	4,367.5	825.9
Long-term debt, net	650.7	1,414.3
Operating lease liabilities, long-term	189.7	164.5
Other long-term liabilities	9.2	5.4
Long-term liabilities of discontinued operations (Note 4)	—	2,818.3
Commitments and contingencies (Note 13)		
Shareholders' equity:		
Preferred stock, \$0.01 par value, 3.0 million shares authorized, none issued and outstanding at both December 31, 2025 and December 31, 2024	—	—
Common stock, \$0.01 par value, 360.0 million shares authorized, 186.2 million shares issued at both December 31, 2025 and December 31, 2024	1.9	1.9
Additional paid-in capital	3,037.5	3,032.8
Retained earnings (accumulated deficit)	(909.5)	(500.2)
Accumulated other comprehensive loss	(27.6)	(76.0)
Less: Common stock held in treasury, at cost, 2.3 million shares and 3.1 million shares at December 31, 2025 and December 31, 2024, respectively	(33.4)	(50.8)
Total shareholders' equity	2,068.9	2,407.7
Total liabilities and shareholders' equity	\$ 7,286.0	\$ 7,636.1

The accompanying notes are an integral part of these consolidated financial statements.

CALLAWAY GOLF COMPANY
CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except per share data)

	Year Ended December 31,		
	2025	2024	2023
Net sales	\$ 2,060.1	\$ 2,077.7	\$ 2,132.7
Cost of sales	1,192.5	1,190.7	1,205.6
Gross profit	867.6	887.0	927.1
Operating expenses:			
Selling, general and administrative expense	674.0	670.0	671.2
Research and development expense	65.5	64.1	61.8
Total operating expenses	739.5	734.1	733.0
Income (loss) from continuing operations	128.1	152.9	194.1
Interest expense, net	(60.6)	(63.0)	(70.7)
Other income, net	20.1	21.6	6.1
Income (loss) from continuing operations, before income taxes	87.6	111.5	129.5
Income tax provision (benefit)	48.8	18.1	30.0
Net income (loss) from continuing operations	38.8	93.4	99.5
Income (loss) from discontinued operations, net of tax	(448.1)	(1,541.1)	(4.5)
Net income (loss)	<u>\$ (409.3)</u>	<u>\$ (1,447.7)</u>	<u>\$ 95.0</u>
Basic earnings (loss) per common share:			
Continuing operations	\$ 0.21	\$ 0.51	\$ 0.54
Discontinued operations	\$ (2.44)	\$ (8.39)	\$ (0.02)
Net earnings (loss)	\$ (2.23)	\$ (7.88)	\$ 0.51
Diluted earnings (loss) per common share:			
Continuing operations	\$ 0.21	\$ 0.50	\$ 0.53
Discontinued operations	\$ (2.41)	\$ (7.73)	\$ (0.02)
Net earnings (loss)	\$ (2.20)	\$ (7.23)	\$ 0.50
Weighted-average common shares outstanding:			
Basic	183.7	183.7	185.0
Diluted	185.7	199.3	201.1

The accompanying notes are an integral part of these consolidated financial statements.

CALLAWAY GOLF COMPANY
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In millions)

	Year Ended December 31,		
	2025	2024	2023
Net income (loss)	\$ (409.3)	\$ (1,447.7)	\$ 95.0
Other comprehensive income (loss):			
Change in derivative instruments	(7.8)	1.3	1.4
Cumulative foreign currency translation adjustments recognized from dissolution of foreign subsidiary	13.8	3.4	—
Foreign currency translation adjustments	40.6	(32.8)	12.8
Comprehensive income (loss), before income tax on other comprehensive income (loss)	(362.7)	(1,475.8)	109.2
Income tax provision (benefit) on derivative instruments	(1.8)	0.4	0.2
Comprehensive income (loss)	<u>\$ (360.9)</u>	<u>\$ (1,476.2)</u>	<u>\$ 109.0</u>

The accompanying notes are an integral part of these consolidated financial statements.

CALLAWAY GOLF COMPANY
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	Year Ended December 31,		
	2025	2024	2023
Cash flows from operating activities:			
Net income from continuing operations	\$ 38.8	\$ 93.4	\$ 99.5
Adjustments to reconcile net income from continuing operations to net cash provided by operating activities:			
Depreciation and amortization	46.4	44.5	45.7
Amortization of debt discount and issuance costs	6.0	5.7	5.8
Impairment losses	2.1	0.9	—
Deferred taxes, net	19.0	(12.8)	(11.7)
Share-based compensation	23.8	27.6	33.3
Loss on debt modification	—	4.7	—
Loss on disposals of long-lived assets	1.2	3.3	10.5
Unrealized net losses (gains) on hedging instruments and foreign currency	(1.8)	(0.3)	13.3
Other	0.4	—	1.3
Change in assets and liabilities:			
Accounts receivable, net	23.5	16.0	(46.4)
Inventories	9.2	(34.1)	153.8
Other assets	(9.0)	(4.1)	2.9
Accounts payable and accrued expenses	14.6	19.7	(66.7)
Deferred revenue	5.7	3.3	3.2
Accrued employee compensation and benefits	35.6	(4.9)	(20.9)
Operating lease assets and liabilities, net	1.5	1.7	0.9
Income taxes receivable/payable, net	3.5	(1.7)	2.8
Other liabilities	(0.8)	3.3	(2.4)
Net cash provided by operating activities - continuing operations	219.7	166.2	224.9
Net cash provided by operating activities - discontinued operations	114.3	215.8	139.8
Net cash provided by operating activities	334.0	382.0	364.7
Cash flows from investing activities:			
Capital expenditures	(31.8)	(48.7)	(50.0)
Investment in golf-related ventures	(1.1)	(2.2)	(2.5)
Acquisition of intangible assets	(0.8)	(1.9)	—
Proceeds from sales of intangible assets	0.7	—	—
Proceeds from sale of business lines, net of cash retained	286.0	—	—
Net cash provided by (used in) investing activities - continuing operations	253.0	(52.8)	(52.5)
Net cash used in investing activities - discontinued operations	(231.4)	(244.5)	(490.4)
Net cash provided by (used in) investing activities	21.6	(297.3)	(542.9)
Cash flows from financing activities:			
Proceeds from borrowings on long-term debt	—	—	1,224.8
Repayments of long-term debt	(18.0)	(70.2)	(450.2)
Proceeds from (repayments of) credit facilities, net	19.9	—	(142.6)
Debt issuance costs	(1.0)	(0.2)	(1.8)
Repayments of financing leases	(0.2)	(0.3)	(0.4)
Exercise of stock options	0.1	0.1	4.2
Acquisition of treasury stock	(3.7)	(31.4)	(56.0)
Net cash provided by (used in) financing activities - continuing operations	(2.9)	(102.0)	578.0
Net cash provided by (used in) financing activities - discontinued operations	94.4	78.4	(202.2)
Net cash provided by (used in) financing activities	91.5	(23.6)	375.8
Effect of exchange rate changes on cash, cash equivalents and restricted cash	6.1	(9.6)	(2.2)
Net increase in cash, cash equivalents and restricted cash	453.2	51.5	195.4
Cash, cash equivalents and restricted cash at beginning of period	450.3	398.8	203.4
Cash, cash equivalents and restricted cash at end of period	903.5	450.3	398.8
Less: cash equivalents and restricted cash of discontinued operations at end of period	(0.3)	(5.3)	(5.3)
Cash and cash equivalents of continuing operations at end of period	\$ 903.2	\$ 445.0	\$ 393.5
Supplemental disclosures ⁽¹⁾ ⁽²⁾ :			
Cash paid for interest and fees	\$ 200.1	\$ 198.7	\$ 184.7
Non-cash investing and financing activities:			
Issuance of treasury stock and common stock for compensatory stock awards released from restriction	\$ 21.0	\$ 36.9	\$ 24.6
Accrued capital expenditures	\$ 20.7	\$ 63.4	\$ 45.5
Financed additions of capital expenditures	\$ 6.6	\$ 5.6	\$ 60.6

⁽¹⁾ Supplemental disclosures are inclusive of activity for both continuing and discontinued operations.

⁽²⁾ See Note 12 for disclosures regarding our cash paid for income taxes.

The accompanying notes are an integral part of these consolidated financial statements.

CALLAWAY GOLF COMPANY
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In millions)

	Common Stock		Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Treasury Stock		Total
	Shares	Amount				Shares	Amount	
December 31, 2022	186.2	\$ 1.9	\$ 3,012.7	\$ 852.5	\$ (61.5)	(1.3)	\$ (31.3)	\$ 3,774.3
Acquisition of treasury stock	—	—	—	—	—	(3.3)	(56.0)	(56.0)
Issuance of common stock	0.8	—	—	—	—	—	—	—
Exercise of stock options	—	—	(2.1)	—	—	0.2	6.3	4.2
Compensatory awards released from restriction	—	—	(24.6)	—	—	1.1	24.6	—
Share-based compensation	—	—	46.7	—	—	—	—	46.7
Foreign currency translation equity adjustment	—	—	—	—	12.8	—	—	12.8
Change in fair value of derivative instruments, net of tax	—	—	—	—	1.2	—	—	1.2
Net income	—	—	—	95.0	—	—	—	95.0
December 31, 2023	187.0	\$ 1.9	\$ 3,032.7	\$ 947.5	\$ (47.5)	(3.3)	\$ (56.4)	\$ 3,878.2
Acquisition of treasury stock	—	—	—	—	—	(2.0)	(31.4)	(31.4)
Acquisition of common stock	(0.8)	—	—	—	—	—	—	—
Exercise of stock options	—	—	—	—	—	—	0.1	0.1
Compensatory awards released from restriction	—	—	(36.9)	—	—	2.2	36.9	—
Share-based compensation	—	—	37.0	—	—	—	—	37.0
Foreign currency translation equity adjustment	—	—	—	—	(32.8)	—	—	(32.8)
Change in fair value of derivative instruments, net of tax	—	—	—	—	0.9	—	—	0.9
Impact from dissolution of foreign subsidiary	—	—	—	—	3.4	—	—	3.4
Net loss	—	—	—	(1,447.7)	—	—	—	(1,447.7)
December 31, 2024	186.2	\$ 1.9	\$ 3,032.8	\$ (500.2)	\$ (76.0)	(3.1)	\$ (50.8)	\$ 2,407.7
Acquisition of treasury stock	—	—	—	—	—	(0.5)	(3.7)	(3.7)
Exercise of stock options	—	—	—	—	—	—	0.1	0.1
Compensatory awards released from restriction	—	—	(21.0)	—	—	1.3	21.0	—
Share-based compensation	—	—	25.7	—	—	—	—	25.7
Foreign currency translation equity adjustment	—	—	—	—	40.6	—	—	40.6
Change in fair value of derivative instruments, net of tax	—	—	—	—	(6.0)	—	—	(6.0)
Impact from dissolution of foreign subsidiary	—	—	—	—	13.8	—	—	13.8
Net loss	—	—	—	(409.3)	—	—	—	(409.3)
Balance, December 31, 2025	186.2	\$ 1.9	\$ 3,037.5	\$ (909.5)	\$ (27.6)	(2.3)	\$ (33.4)	\$ 2,068.9

The accompanying notes are an integral part of these consolidated financial statements.

CALLAWAY GOLF COMPANY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. The Company and Basis of Presentation

The Company

Callaway Golf Company (together with its wholly-owned subsidiaries, referred to as “we,” “our,” “us,” “the Company,” or “Callaway” unless otherwise specified), a Delaware corporation, is a premium golf equipment, gear and apparel company that designs, manufactures and sells high-performance golf clubs, golf balls, apparel, bags, and other accessories through our family of brand names, which include Callaway Golf, Odyssey, TravisMathew, and OGIO.

Our products and brands are reported under two operating segments: Golf Equipment, which includes the operations of our golf clubs and golf balls business under the Callaway Golf and Odyssey brand names; and Apparel, Gear and Other (formerly, “Active Lifestyle”), which includes the operations of our soft goods business marketed under the Callaway, TravisMathew, and OGIO brand names.

Effective as of the fourth quarter of 2025, we renamed our “Active Lifestyle” segment to “Apparel, Gear and Other.” This change did not impact the composition of the segment or previously reported financial results.

Divestitures of Topgolf and Jack Wolfskin

In 2025, we undertook a strategic realignment to focus on our core Golf Equipment and complementary soft goods businesses, which resulted in the sale of our Jack Wolfskin and Topgolf businesses. On May 31, 2025, we completed the sale of 100% of the outstanding equity interests of Callaway Germany Holdco GmbH, which owned the Jack Wolfskin business, to a subsidiary of ANTA Sports Products Limited. Following this, and in connection with our previously announced intent to separate from the Topgolf business in September 2024, on November 17, 2025, we entered into a definitive agreement to sell a 60% ownership interest in our Topgolf and Toptracer businesses to private equity funds managed by Leonard Green & Partners, L.P. The transaction closed effective January 1, 2026, at which time we retained a 40% ownership interest in Topgolf, which will be accounted for under the equity method.

As a result of these divestitures, the operating results of Jack Wolfskin and Topgolf are reported in discontinued operations for all periods presented in this Annual Report on Form 10-K. See Note 4 for additional information.

Company Name and Ticker Symbol Change

In connection with the completion of the Topgolf transaction, effective January 15, 2026, we changed our corporate name from “Topgolf Callaway Brands Corp.” back to “Callaway Golf Company” and, on January 16, 2026, we updated our New York Stock Exchange ticker symbol from “MODG” to “CALY.”

Basis of Presentation

We have prepared the accompanying consolidated financial statements pursuant to the rules and regulations of the Securities and Exchange Commission (the “SEC”) and accounting principles generally accepted in the United States of America (“GAAP”).

We translate the financial statements of our foreign subsidiaries using end-of-period exchange rates for assets and liabilities and average exchange rates during each reporting period for results of operations. All intercompany balances and transactions have been eliminated during consolidation.

Unless otherwise specified, disclosures in these consolidated financial statements reflect continuing operations only. Prior period financial information related to discontinued operations has been reclassified and separately presented in the consolidated financial statements and accompanying notes to conform to the current period presentation. See Note 4 for further information regarding our discontinued operations.

Fiscal Year End

Our annual financial results are reported on a calendar year basis.

Note 2. Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Callaway Golf Company. All intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances at that time. We evaluate our estimates on an ongoing basis to ensure that these estimates appropriately reflect changes in our business or as new information becomes available. Actual results may differ from our estimates.

Revenue Recognition

Net sales

Net sales (also referred to as “revenue” or “net revenue”) is comprised of golf clubs, golf balls, golf and lifestyle apparel, and gear and accessories which are sold to on- and off-course golf shops and national retail stores, and directly to consumers through our e-commerce business and at our apparel retail locations. Contracts with customers for the purchase of our products are generally in the form of a purchase order. In certain cases, we enter into sales agreements which may contain specific terms, discounts and allowances. We recognize revenue from the sale of products when we satisfy a performance obligation to a customer and transfer control of the products ordered to the customer. Control transfers when products are shipped, and in certain cases, when products are received by customers. In addition, we recognize revenue at the point of sale on transactions with consumers through our e-commerce business and at our retail locations. Sales taxes, value added taxes and other taxes that are collected in connection with revenue transactions are withheld and remitted to the respective taxing authorities. As such, these taxes are excluded from revenue. We account for shipping and handling as activities to fulfill the promise to transfer the good. Therefore, shipping and handling fees that are billed to customers are recognized in revenue and the associated shipping and handling costs are recognized in cost of sales as soon as control of the goods transfers to the customer.

We license our trademarks and service marks to third parties in exchange for a royalty fee for use on products such as golf apparel and footwear, practice aids, other golf accessories, and sport and travel gear. Royalty income is recognized as the underlying product sales occur, subject to certain minimum royalties, and in accordance with the related licensing arrangements.

We sell gift cards for our products, which do not have an expiration date. Revenues from gift cards are deferred and recognized when redeemed, which generally occurs within a 12-month period from the date of purchase. We recognize revenue from unredeemed gift cards when the likelihood of redemption becomes remote (“breakage”) and under circumstances that comply with any applicable state escheatment laws. To determine when redemption is remote, we perform an aging analysis of unredeemed cards and compare that information with historical redemption trends. We use this historical redemption rate to recognize breakage over the redemption period. We do not believe there is a reasonable likelihood that there will be a material change in future estimates or assumptions used to determine the timing of recognition of revenue from gift cards.

Variable consideration

We offer certain discounts and promotions on our products. The amount of revenue we recognize is based on the amount of consideration we expect to receive from customers which is the sales price of the product or service adjusted for estimates of variable consideration. Variable consideration may include sales returns, discounts and allowances, sales programs, and sales promotions and price concessions that we offer, as further described below. Estimates of variable consideration are based on the amounts earned or expected to be claimed by customers on the related sales and are therefore recorded to the respective net revenue, trade accounts receivable, and/or sales program liability.

We record a sales return liability as a reduction of sales and cost of sales and accounts receivable in the period in which the related sales are recorded. Sales returns are estimated based upon historical returns, current economic trends, changes in customer demands and product sell-through. We also offer sales programs to certain customers that allow for specific returns. The cost recovery of inventory associated with the sales return reserve is recorded in other current assets on our consolidated balance sheet. Historically, actual sales returns have not been materially different from our estimates.

Our primary product sales program, the “Preferred Retailer Program,” offers rebates and discounts to participating retailers in exchange for providing certain benefits to us including the maintenance of agreed upon inventory levels, prime product placement and retailer staff training. As part of this program, participating retailers can either earn discounts or rebates based on the amount of product purchased. Discounts are applied and recorded at the time of sale. Variable consideration for rebates is estimated at the time of sale based on the customer’s estimated qualifying current year product purchases which are based on the historical level of qualifying purchases, and are adjusted quarterly, for any factors expected to affect current year purchases. The actual amount of rebates to be paid are known as of the end of the year and are paid to customers shortly after year-end. Historically, the actual amount of variable consideration related to our Preferred Retailer Program has not been materially different from our estimates.

We also offer short-term sales program incentives related to product sales, which include sell-through promotions and price concessions or price reductions. Sell-through promotions are generally offered throughout the product’s life cycle which is approximately two years, and price concessions or price reductions are generally offered at the end of the product’s life cycle. The estimated variable consideration related to these programs is based on a rate that includes historical and forecasted data. We record a reduction to net sales using this rate at the time of the sale and we adjust the rate as necessary to reflect the amount of consideration we expect to receive from our customers. There have been no material changes to the rate during the years ended December 31, 2025, 2024 and 2023, and historically, the actual amount of variable consideration related to these sales programs has not been materially different from our estimates.

Product warranty

We have stated warranty policies for certain of our golf equipment and apparel, gear and other products which generally range from one to two years, as well as a limited lifetime warranty for our OGIO line of products. We accrue the estimated cost of satisfying future warranty claims over the expected warranty period when the products are sold and consider various relevant factors, including our stated warranty policies and practices, the historical frequency of claims, and replacement or repair costs of the products. As of the years ended December 31, 2025 and 2024, our warranty reserve amounts were \$9.3 million and \$11.0 million, respectively.

Cost of sales

Cost of sales primarily consists of variable costs that fluctuate with sales volumes, including raw materials for soft good and golf equipment products and golf equipment component costs, and merchandise costs. Cost of sales also includes direct labor and manufacturing overhead, inbound freight, duties, shipping charges, and fixed overhead expenses which are comprised of warehousing costs, indirect labor, supplies, and depreciation and amortization expense associated with assets used to manufacture and distribute products. In addition, cost of sales also includes adjustments to reflect inventory at its net realizable value, as well as adjustments for obsolescence and product warranties.

Selling, general and administrative expenses (SG&A)

SG&A expenses are comprised primarily of employee costs, advertising and promotional expense, legal and professional fees, tour expenses, travel expenses, building and rent expenses, depreciation charges (excluding those related to manufacturing and distribution), amortization of intangible assets, and other miscellaneous expenses.

Advertising costs

Our primary advertising costs include television, print, internet, production and media placement. Our policy is to expense advertising costs as incurred. For the years ended December 31, 2025, 2024 and 2023, advertising costs were \$84.8 million, \$88.8 million and \$90.3 million, respectively, and are recognized within SG&A expenses in the consolidated statements of operations.

Research and development expense

Research and development expenses are comprised of costs to design, develop, test or significantly improve our products and technology and primarily include employee costs of personnel engaged in research and development activities, research costs and depreciation expense.

Restructuring and reorganization costs

Restructuring and reorganization costs are costs related to management-approved restructuring or reorganization plans in order to improve efficiencies, reduce our cost structure, or better allocate and align resources. These costs may include employee termination and severance costs, costs to dispose of property or equipment, charges related to the termination of lease agreements, and legal and other costs that are associated with the initiative. See Note 21 for further detail regarding our restructuring and reorganization costs.

Cash and cash equivalents

Cash equivalents are highly liquid investments purchased with original maturities of three months or less. The following is a summary of our cash and cash equivalents (in millions):

	December 31,	
	2025	2024
Cash and cash equivalents	\$ 903.2	\$ 445.0

Allowance for estimated credit losses

We record an allowance for estimated credit losses based upon historical bad debts, current customer receivable balances, age of customer receivable balances and the customers' financial condition. Additionally, we monitor activity and consider future reasonable and supportable forecasts of economic conditions to adjust all general and customer specific reserve percentages as necessary. Amounts recorded for estimated credit losses are written-off when they are determined to be uncollectible.

Inventories

We record inventory at the lower of cost or net realizable value, which includes a reserve for excess, obsolete and/or unmarketable inventory. This reserve is regularly assessed based on current inventory levels, sales, historical trends and management's estimates of market conditions and forecasts of future product demand. We utilize the standard costing method, determined on the first-in, first-out basis, for our golf equipment inventory and soft goods inventory sold under the TravisMathew, OGIO, and Callaway brands. Golf equipment inventory, which is primarily manufactured by us, includes finished goods, raw materials, labor and manufacturing overhead costs and work in process. Certain golf equipment related to pre-owned products are stated at weighted-average cost. Inventory for our soft goods product lines, which are manufactured by third-party contractors, primarily include finished goods.

Property, plant and equipment

Property, plant and equipment are stated at cost, net of accumulated depreciation. Depreciation expense is recognized on a straight-line basis over the estimated useful lives of the related assets, which generally range from two to 30 years. Normal repairs and maintenance costs are expensed as incurred. Costs that materially increase value, change capacities, or extend the useful lives of property, plant or equipment are capitalized. Construction-in-process primarily consists of costs associated with building improvements, machinery and equipment, production molds, and in-process internal-use software. When property, plant or equipment is retired or disposed, the related capitalized costs and accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized in earnings in the period in which the disposition occurred. See Note 11 for further detail regarding our property, plant and equipment.

Internal use software and cloud computing arrangements

We capitalize certain costs related to computer software obtained or developed for internal use. All direct external costs and direct internal labor costs incurred during the application development stage are capitalized and depreciated on a straight-line basis over the estimated useful life of the software. Costs incurred during the preliminary project stage, as well as maintenance, training, and data conversion costs are expensed as incurred. Once technological feasibility is established, costs are capitalized until the product is available for general use and are depreciated over the estimated useful life of the software.

We enter into cloud-based software hosting arrangements to access and use third-party software in support of our operations. As part of these arrangements, we may incur implementation costs related to the integration, configuration, or customization of the hosted third-party software. We assess these arrangements to determine whether the contract meets the definition of a service contract or internal-use software. For hosting arrangements that meet the definition of a service contract, we capitalize eligible implementation costs and amortize these costs on a straight-line basis over the fixed, non-cancellable term of contract, including any renewal periods that are reasonably certain at that time. Costs incurred during the preliminary project stage, as well as maintenance, training, and data conversion costs related to these arrangements are expensed as incurred.

The useful lives of our internal-use software and capitalized cloud computing implementation costs are generally three to five years, however, the useful lives of major information system installations such as implementations of enterprise resource planning systems and certain related software are determined on an individual basis and may exceed five years depending on the estimated period of use.

As of December 31, 2025 and 2024, we had \$14.4 million and \$14.0 million, respectively, of total capitalized implementation costs related to cloud computing arrangements. Capitalized implementation costs related to these cloud computing arrangements are included in prepaid expenses and other assets on our consolidated balance sheet. During the years ended December 31, 2025, 2024 and 2023, we amortized \$4.5 million, \$5.4 million and \$0.8 million related to the implementation costs of these cloud computing arrangements, respectively, which are recognized as computer software expenses within selling, general and administrative expenses on our consolidated statements of operations.

Leases

We lease office space, manufacturing plants, warehouses, distribution centers, vehicles and equipment, as well as retail and/or outlet locations related to the TravisMathew business and the apparel businesses in Japan and Korea. Certain real estate leases include one or more options to extend the lease term or escalation clauses that increase the rent payments over the lease term. When deemed reasonably certain of exercise, the extension options are included in the determination of the lease term and lease payment obligation, respectively. The depreciable life of machinery and equipment and/or any leasehold improvements that are associated with each lease are limited to the expected lease term unless there is a transfer of title or purchase option which is reasonably certain of exercise. In some instances, certain leases may require an additional contingent rent payment based on a percentage of total gross sales which are greater than a specified amount stated in the lease agreement. We recognize these additional contingent payments as rent expense when it is probable that sales thresholds will be reached. Our lease agreements do not contain any material residual value guarantees, material restrictive covenants, or material asset retirement obligations.

Operating and financing leases

We determine if an arrangement is a lease, or contains a lease, at the inception of the arrangement. If we determine that an arrangement is a lease or contains a lease that is for a term of one year or longer, we recognize a right-of-use ("ROU") asset and a lease liability as either an operating or financing lease on our consolidated balance sheet. ROU assets and liabilities are recognized at the commencement date of the lease and are based on the present value of lease payments over the lease term. When readily determinable, we use the rate implicit in the lease agreement to determine the present value of minimum lease payments for the particular lease. If the implicit rate for the lease is not provided, we use our incremental borrowing rate, which represents a rate we would incur to borrow an amount on a collateralized basis equal to the lease payments over a similar term and under similar economic conditions. At the commencement of a lease, the ROU asset is measured by taking the sum of the present value of the lease liability and any initial direct costs and/or prepaid lease payments and deducting any lease incentives. The amortization of operating lease ROU assets is recognized as a single straight-line lease expense over the lease term. Financing lease ROU assets are amortized on a straight-line basis over the lease term, and financing lease liabilities are measured using the effective interest rate method, with the interest accretion recognized in interest expense. Lease agreements related to properties are generally comprised of both lease and non-lease components. Non-lease components, which include items such as common area maintenance charges, property taxes and insurance, are recognized separately from the straight-line lease expense and are expensed as incurred within cost of sales and selling, general and administrative expenses on our consolidated statement of operations.

Variable lease payments that do not depend on an index or rate, such as rental payments based on a percentage of retail revenue over contractual levels, are separately expensed as incurred, and are not included in the measurement of the ROU asset and lease liability. Variable lease payments that depend on an index or rate, such as rates that are adjusted periodically for inflation, are included in the initial measurement of the ROU asset and lease liability and are recognized on a straight-line basis over the lease term.

Assets held for sale and discontinued operations

We classify assets and related liabilities of a qualifying business as held for sale when the following conditions are met: (i) management has committed to a plan to sell the net assets, (ii) the net assets are available for immediate sale, (iii) there is an active program to locate a buyer, (iv) the sale and transfer of the net assets is probable within one year, (v) the net assets are being actively marketed for sale at a price that is reasonable in relation to the current fair value, and (vi) it is unlikely that significant changes will be made to the plan to sell the net assets. Assets and related liabilities which have been classified as held for sale are excluded from the net assets and liabilities of continuing operations in the period in which the held for sale criteria was met.

We classify a component of our business as a discontinued operation when its disposal represents a strategic shift that has or will have a major effect on our operations and financial results. The results of discontinued operations are reported in income/loss from discontinued operations, net of tax on the consolidated statements of operations for all current and prior periods presented. The results of discontinued operations include direct costs attributable to the divested business and any gain or loss recognized in connection with the sale, or adjustment of the carrying amount to fair value less cost to sell while being held for sale, and excludes any indirect cost allocation associated with any shared-service or corporate functions not solely dedicated to the divested business. Interest costs specifically attributable to interest from corporate debt obligated to be repaid following the completion of a divestiture from corporate debt is included as a component of income from discontinued operations. Adjustments to discontinued operations subsequent to the completion of a transaction or disposition are generally attributable to contingencies and indemnifications directly related to the disposal transaction, operations of the discontinued operations, or settlement of obligations directly related to the disposal. Transactions between the businesses determined to be discontinued operations and businesses that are expected to continue to exist after the disposal are not eliminated in order to appropriately reflect the continuing operations as well as the activity to be disposed of.

Assets and liabilities of discontinued operations, including those that meet the held-for-sale criteria are presented separately in the consolidated balance sheets. Upon classification as held for sale, assets are measured at the lower of carrying amount or fair value less cost to sell, and depreciation and amortization cease. Any impairment losses or subsequent measurement adjustments are recognized in the results of discontinued operations in the period in which they are identified. Cash flows attributable to discontinued operations are presented separately in the consolidated statements of cash flows, or otherwise disclosed, for all periods presented.

Goodwill and intangible assets

Goodwill and acquired intangible assets are recorded in connection with an acquisition or business combination. Goodwill represents the excess of the total consideration paid over the fair value of the net tangible and identifiable intangible assets acquired and liabilities assumed in connection with the acquisition or business combination. Identifiable intangible assets primarily consist of trade names and trademarks, patents, and customer and distributor relationships. Intangible assets that are determined to have definite lives are amortized over their estimated useful lives and are assessed for impairment when indicators are present. Goodwill and intangible assets with indefinite lives are not amortized and are instead assessed for impairment at least annually or when events or circumstances occur that indicate an impairment may exist. Except for software costs which are determined to be eligible for capitalization, costs related to the development, maintenance or renewal of internally developed intangible assets that are inherent in our continuing business that were not acquired as a part of a business combination or asset acquisition, are expensed as incurred.

Impairments

We assess potential impairments of our long-lived assets, namely property, plant and equipment and ROU assets, and acquired intangible assets that are subject to amortization, such as acquired customer and distributor relationships whenever events or changes in circumstances indicate that the asset's carrying value may not be recoverable. Events or changes that may necessitate an impairment assessment include a significant change in the extent or manner in which the asset is used, a significant change in legal or business factors that could affect the value of the asset, or a significant decline in the observable market value of an asset, amongst others. If such events or changes indicate a potential impairment, we would assess the recoverability of the asset or asset group by determining if the carrying value of the asset or asset group exceeds the sum of the projected undiscounted cash flows expected to result from the use and eventual disposition of the assets over the remaining economic life of the asset or asset group. If the carrying amount of a long-lived asset or asset group is determined to not be recoverable and exceeds its fair value, an impairment charge would be recognized in the period in which the impairment was determined.

We perform an impairment assessment on our goodwill and indefinite-lived intangible assets at least annually during the fourth quarter of the year, or when events or circumstances occur that indicate an impairment may exist. These events or circumstances may include macroeconomic conditions, significant changes in the industry or business climate, legal factors, or other operating performance indicators, amongst other things. If an event occurs that indicates an impairment may exist, we may perform a qualitative assessment to determine whether it is more likely than not that goodwill and/or the indefinite-lived intangible asset is impaired. If after the qualitative assessment we determine it is more likely than not that goodwill and/or the indefinite-lived intangible asset is not impaired, no quantitative fair value test is necessary. If after performing the qualitative assessment we conclude it is more likely than not that the fair value of goodwill and/or the indefinite-lived intangible is less than our carrying amount, we will perform a quantitative fair value test to determine the fair value of the asset or reporting unit. To determine fair value, we use discounted cash flow estimates, quoted market prices, royalty rates when available, and independent appraisals and valuation specialists, when appropriate. We calculate an impairment as the excess of the carrying value of goodwill and/or other indefinite-lived intangible assets over the estimated fair value of the respective asset. If the carrying value exceeds the estimated fair value of the asset, an impairment charge is recorded in the period in which the impairment was determined.

Investments

We determine the appropriate classification of our investments at the time of acquisition and reassess such classification at each reporting date. For investments in entities in which we do not have a controlling financial interest but over which we have the ability to exercise significant influence, we apply the equity method of accounting. Significant influence is generally presumed when we own between 20% and 50% of the voting interests of the investee, although such determination also considers other relevant factors.

For investments accounted for under the equity method, we record our proportionate share of the investee's net income or loss within other income/expense, net, in our consolidated statements of operations. We evaluate equity method investments for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

For investments in entities where we do not have a controlling financial interest or significant influence and that do not have readily determinable fair values, we have elected to apply the measurement alternative in which these investments are measured at cost and are evaluated for changes in fair value if there is an observable price change as a result of an orderly transaction for an identical or similar investment. These investments are evaluated for impairment when events or changes in circumstances indicate that the carrying amount may not be recoverable. In the event that the carrying value of any such investment exceeds its estimated fair value, an impairment charge is recognized in the period in which the impairment was determined. See Note 10 for further information related to our investments.

Foreign currency translation and transactions

A significant portion of our business is conducted outside of the United States in currencies other than the U.S. dollar. As a result, changes in foreign currency exchange rates can have a significant impact on our financial results. Revenues and expenses denominated in foreign currencies are translated using the average exchange rate for the reporting period and assets and liabilities are translated using the end-of-period exchange rates at the balance sheet date. Gains and losses from assets and liabilities denominated in a currency other than the functional currency of the entity in which they reside are recognized during the current period in our statements of operations. Gains and losses from the translation of foreign subsidiary financial statements into U.S. dollars are included in accumulated other comprehensive income or loss.

Derivatives and hedging

We use foreign currency forward contracts to meet our objectives of minimizing variability in our operating results, including intercompany transactions, which may arise from changes in foreign exchange rates, as well as interest rate swap contracts to minimize our exposure to changes in interest rates. We do not enter into hedging contracts for speculative purposes. Foreign currency forward contracts generally mature within 12 months to 15 months from inception and interest rate swap agreements generally mature within 60 months from inception. Both types of contracts are measured at fair value and recorded as hedging receivables and/or payables on our consolidated balance sheet. Certain of our foreign currency forward contracts and our interest rate swap agreements satisfy the criteria for hedge accounting treatment and are classified as designated cash flow hedges. Changes in the fair value of these designated cash flow hedges are recorded as a component of accumulated other comprehensive income, net of tax, and are released in earnings during the period in which the hedged transaction takes place. Remeasurement gains or losses of derivatives that are not elected for hedge accounting treatment are recognized in earnings immediately in other income/expense.

We would discontinue hedge accounting prospectively (i) if it is determined that the derivative is no longer effective in offsetting changes in the cash flows of a hedged item, (ii) when the derivative expires or is sold, terminated, or exercised, (iii) if it becomes probable that the forecasted transaction being hedged by the derivative will not occur, (iv) if a hedged firm commitment no longer meets the definition of a firm commitment, or (v) if it is determined that designation of the derivative as a hedge instrument is no longer appropriate. We estimate the fair value of our foreign currency forward contracts based on pricing models using current market rates. These contracts are classified under Level 2 of the fair value hierarchy. See Note 17 for further discussion of our financial instruments.

Share-based compensation

We may grant restricted stock units (“RSUs”), restricted stock awards (“RSAs”), performance-based awards, stock options, and other equity-based awards to our officers, employees, consultants and other non-employees who provide services to us under our stock incentive plans. We measure and recognize share-based compensation expense for employees and non-employees based on estimated fair values, net of estimated forfeitures. Estimated forfeitures are based on historical data and forfeiture trends and are revised, if necessary, in subsequent periods if actual forfeitures differ materially from our initial estimates.

RSUs and RSAs

The estimated fair value of RSUs and RSAs (“restricted stock”) is calculated based on the closing price of our common stock on the date of grant multiplied by the number of granted shares. Compensation expense for restricted stock is recognized on a straight-line basis, net of estimated forfeitures, over a vesting period of three to five years from the date of grant.

Performance based restricted share unit awards (“PRSU”)

We grant PRSUs in which the number of shares that may ultimately be issued upon vesting is based on the achievement of company-specific performance metrics or market-conditions for each award over a specified performance period. The performance period for these awards ranges from three to five years from the date of grant and the number of shares that may ultimately be issued upon vesting may range from 0% to 200% of the participant’s target award. Awards which are based only on performance metrics are initially valued at the closing price of our stock on the date of grant. Awards which contain market conditions are initially valued using a Monte Carlo simulation which values the awards based on a range of future probable outcomes related to the achievement of the vesting conditions of the award at the date of grant.

Compensation expense for all PRSUs is based on the grant-date fair value of each award and is recognized net of estimated forfeitures on a straight-line basis over the respective performance period for the award. For awards which only contain company-specific performance metrics, compensation expense is adjusted during the performance period to reflect the anticipated level of achievement of the respective award. For awards with market conditions, compensation expense is not adjusted over the course of the performance period or reversed if achievement is not probable. Any awards that do not achieve the minimum cumulative performance threshold over the performance period are forfeited at the end of the specified performance period.

Stock options

Outstanding stock options granted to our employees and directors were granted at an exercise price which is no less than the closing price of our stock on the date of grant and generally vest over a three-year period from the grant date and generally expire up to 10 years after the grant date. Compensation expense for employee stock options is recognized over the vesting term, net of estimated forfeitures, and is based on the estimated fair value of the options on the date of grant using the Black-Scholes option-pricing model.

See Note 15 for further discussion of our share-based compensation.

Income taxes

Current income tax provision or benefit is the amount of income taxes expected to be payable or receivable for the current year. A deferred income tax asset or liability is established for the difference between the tax basis of an asset or liability that will result in taxable or deductible amounts in future years when the reported amount of the asset or liability is recovered or settled. The realization of the deferred tax assets, including loss and credit carry forwards, is subject to our ability to generate sufficient taxable income during the periods in which the temporary differences become realizable. We maintain a valuation allowance for a deferred tax asset when it is deemed to be more likely than not that some or all of the deferred tax assets will not be realized. In evaluating whether a valuation allowance is required under such rules, we consider all available positive and negative evidence, including prior operating results, the nature and reason for any losses, our forecast of future taxable income, and the dates on which any deferred tax assets are expected to expire. These assumptions require a significant amount of judgment, including estimates of future taxable income and are based on our best judgment at the time.

We accrue for the estimated additional amount of taxes for uncertain tax positions if it is deemed to be more likely than not that we would be required to pay such additional taxes. We are required to file federal and state income tax returns in the United States and various other income tax returns in foreign jurisdictions. The preparation of these income tax returns requires us to interpret the applicable tax laws and regulations in effect in such jurisdictions, which could affect the amount of tax we pay. We accrue an amount for our estimate of additional tax liability, including interest and penalties in the income tax provision, for any uncertain tax positions taken or expected to be taken in an income tax return and we review and update our accrual for uncertain tax positions as more definitive information becomes available. Historically, additional taxes paid as a result of the resolution of our uncertain tax positions have not been materially different from our expectations. See Note 12 for further discussion of our income taxes.

Other income, net

Other income, net primarily includes gains and losses on foreign currency forward contracts and foreign currency transactions and dividend income from our investments and money-market accounts. The components of other income, net are as follows (in millions):

	Years Ended December 31,		
	2025	2024	2023
Foreign currency forward contract loss (gain), net	\$ (18.5)	\$ 31.9	\$ 19.6
Foreign currency transaction loss (gain), net	17.5	(19.4)	(8.2)
Other	21.1	9.1	(5.3)
Other income, net	<u>\$ 20.1</u>	<u>\$ 21.6</u>	<u>\$ 6.1</u>

Concentration of risk

On a consolidated basis, no single customer accounted for more than 10% of our net sales in 2025, 2024 or 2023. Our top five customers accounted for approximately 21%, 22% and 23% of our net sales in 2025, 2024 and 2023, respectively.

Our top five customers specific to our Golf Equipment and Apparel, Gear and Other operating segments represented the following as a percentage of each segment's total net sales:

- Golf Equipment top five customers accounted for approximately 24%, 26% and 25% of total consolidated Golf Equipment sales in 2025, 2024 and 2023, respectively; and
- Apparel, Gear and Other top five customers accounted for approximately 25%, 24% and 26% of total consolidated Apparel, Gear and Other sales in 2025, 2024 and 2023, respectively.

With respect to our trade receivables, we perform ongoing credit evaluations of our customers' financial condition and generally do not require collateral from our customers. We maintain reserves for estimated credit losses, which we consider adequate to cover any such losses. At December 31, 2025 three customers represented 16%, 12%, and 11%, respectively and at December 31, 2024, three customers represented 20%, 12%, and 11%, respectively, of our outstanding accounts receivable balances. No other customers represented more than 10% of our outstanding accounts receivable balance.

As a result of our international business, we are exposed to increased risks inherent in conducting business outside of the United States. During 2025, 2024 and 2023, approximately 34%, 34% and 35% of our net sales were derived from sales outside of the United States, respectively. See Note 20 for information on net sales and long-lived assets by geographical location.

We are dependent on a limited number of suppliers for our clubheads and shafts, some of which are single sourced. Furthermore, some of our products require specially developed manufacturing techniques and processes which make it difficult to identify and utilize alternative suppliers quickly. We also depend on a single or a limited number of suppliers for the materials used to make our golf balls, many of which are customized for us.

Our financial instruments that are subject to concentrations of credit risk consist primarily of cash equivalents, trade receivables, foreign currency forward contracts and interest rate swap contracts. From time to time, we invest our excess cash in money market accounts and short-term U.S. government securities and have established guidelines relative to diversification and maturities in an effort to maintain safety and liquidity. We periodically review and modify these guidelines to take advantage of trends in yields and interest rates.

We enter into foreign currency forward contracts for the purpose of hedging foreign exchange rate exposure on existing or anticipated transactions, and interest rate hedge contracts for the purpose of hedging interest rate exposure on our term loan facility. In the event of a failure to honor one of these contracts by one of the banks with which we have contracted, we believe any loss would be limited to the exchange rate difference from the time the contract was entered into until the time it was settled. Our hedging contracts are subject to a master netting agreement with each respective counterparty bank and are therefore net settled.

Note 3. New Accounting Standards

Recently Issued Accounting Standards

In November 2024, the FASB issued ASU No. 2024-03, “Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses” (“ASU 2024-03”), which requires disclosure, on an annual and interim basis, of specific information about cost and expense related items within the notes to our consolidated financial statements. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027, on either a prospective or retrospective basis with early adoption permitted. We are in the process of evaluating the impact that ASU 2024-03 will have on our consolidated financial statements and related disclosures.

In September 2025, the FASB issued ASU No. 2025-06, “Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software” (“ASU 2025-06”), which clarifies the difference between expensed costs and capitalized costs by removing all references to software development project stages so that the guidance is neutral to different software development methods, including methods that entities may use to develop software in the future. ASU 2025-06 is effective for fiscal years beginning after December 15, 2027, and interim periods within annual reporting periods beginning after December 15, 2027, with early adoption permitted. We are in the process of evaluating the impact that ASU 2025-06 will have on our consolidated financial statements and related disclosures.

Adoption of New Accounting Standards

In December 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which modifies the rules on income tax disclosures to require entities to disclose specific categories in the effective tax rate reconciliation and provide additional detail regarding income tax payments to foreign, federal, state and local jurisdictions, among other changes. ASU 2023-09 is effective for fiscal years beginning after December 15, 2024 on either a prospective or retrospective basis with early adoption permitted. We adopted this ASU effective for our fiscal year ended December 31, 2025 on a prospective basis. The adoption resulted in expanded presentation and disclosures for our effective tax reconciliation and income taxes paid (see Note 12) and did not have a material impact on our consolidated financial statements.

In November 2024, the FASB issued ASU No. 2024-04, “—Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments” (“ASU 2024-04”), which clarifies the requirements for determining whether certain settlements of convertible debt instruments should be accounted for as an induced conversion. ASU 2024-04 is effective for fiscal years beginning after December 15, 2025 on either a prospective or retrospective basis with early adoption permitted. We adopted this ASU effective for our fiscal year ended December 31, 2025 on a prospective basis. The adoption of this ASU had no impact on our consolidated financial statements or related disclosures.

In July 2025, the FASB issued ASU No. 2025-05, “Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets” (“ASU 2025-05”), which allows a practical expedient in developing reasonable and supportable forecasts as part of estimating expected credit losses, that assumes that current conditions as of the balance sheet date do not change for the remaining life of the asset. ASU 2025-05 is effective for fiscal years beginning after December 15, 2025, and interim periods within annual reporting periods beginning after December 15, 2025, with early adoption permitted. We adopted this ASU effective for our fiscal year ended December 31, 2025 on a prospective basis. The adoption of this ASU did not have a material impact on our consolidated financial statements or related disclosures.

Note 4. Discontinued Operations

Discontinued operations is comprised of our former Topgolf and Jack Wolfskin businesses. Results of operations, financial position and cash flows for these businesses are reported as discontinued operations for all periods presented and the notes to the financial statements have been adjusted on a retrospective basis.

Divestiture of the Topgolf Business

On November 17, 2025, we entered into a definitive agreement to sell a 60% stake in the Topgolf and Toptracer businesses (“Topgolf”) to private equity funds managed by Leonard Green & Partners, L.P. The sale was completed effective January 1, 2026 whereby the purchaser acquired 60% of the indirect equity interests of Topgolf (the “Sale”) based upon an equity value of approximately \$1,100.0 million. In connection with the Sale and related financing transactions, we received proceeds of approximately \$800 million, net of working capital adjustments and transaction expenses, which will be subject to further customary purchase price adjustments. In the fourth quarter of 2025, we concluded the assets and liabilities of Topgolf met the criteria for classification as held for sale and determined the ultimate disposal represents a strategic shift that will have a major effect on our operations and financial results. Accordingly, the assets and liabilities of Topgolf are presented separately on the consolidated balance sheets for all periods presented, and the results of Topgolf are presented as discontinued operations in the accompanying consolidated statements of operations for all periods presented and as such have been excluded from continuing operations and segment results.

We have continuing involvement with Topgolf as we have retained a 40% ownership interest in the business, which will be accounted for under the equity method of accounting. We also maintain involvement primarily through ongoing sales of products, a preferred marketing agreement, a warehousing agreement, and a transition services agreement through which certain services will be provided for a period of time of up to eighteen months following the separation.

Certain revenues that were previously eliminated in consolidation as intra-entity transactions prior to the sale of Topgolf are required to be reflected in continuing operations. For the years ended December 31, 2025, 2024 and 2023, net sales and cost of sales of \$3.0 million, \$2.9 million and \$2.4 million, respectively, are now recognized in continuing operations that relate to transactions with Topgolf following its disposal. Prior to the sale, these amounts were eliminated in consolidation as intercompany revenues, intercompany cost of sales, and royalty income.

We ceased depreciating and amortizing our long-lived assets and intangible assets for the Topgolf business when it met the held for sale criteria, which primarily includes property and equipment, right-of-use assets and amortizing intangible assets. Additionally, due to the amendment of our Term Loan B requiring a mandatory repayment of \$500.0 million upon the consummation of the sale of Topgolf, we attributed a portion of the interest expense incurred on our Term Loan B to discontinued operations. Accordingly, for the years ended December 31, 2025, 2024 and 2023, we allocated interest expense of \$38.1 million, \$43.5 million, and \$36.8 million, respectively, from continuing operations to discontinued operations.

Assets and liabilities classified as held for sale are subject to an impairment assessment before applying a measurement basis of fair value less cost to sell on the carrying value of the disposal group. As a result of this assessment, we determined that as of December 31, 2025, the carrying value of the Topgolf trade name was above its fair value and we therefore recognized an impairment loss of \$284.0 million within discontinued operations in the consolidated statement of operations. Subsequently, we determined that the carrying amount of the disposal group exceeded its fair value less cost to sell and recorded an estimated loss on sale of \$143.1 million within discontinued operations in the consolidated statement of operations.

Divestiture of the Jack Wolfskin Business

On May 31, 2025, pursuant to the terms and conditions of the previously disclosed Sale & Purchase Agreement, dated as of April 10, 2025 by and between the Company and Anca Holdco GmbH & Co. KG, an indirect wholly-owned subsidiary of ANTA Sports Products Limited, we completed the sale of 100% of the outstanding equity interests of Callaway Germany Holdco GmbH, which owned various entities that operate the Jack Wolfskin business, for \$290.0 million, net of cash retained and subject to net working capital and other customary adjustments. We recorded a total loss on the sale of \$26.2 million within discontinued operations in the consolidated statement of operations. Certain working capital adjustments are to be finalized over a defined period from the closing of the sale. Any resulting revisions will be settled in cash, with an offsetting impact recognized in loss on sale.

Although the Jack Wolfskin business was initially classified as held for sale, its results were not presented as discontinued operations at that time, as the disposition alone did not meet the criteria for discontinued operations. Following the sale of a majority stake in the Topgolf business, management determined that both transactions collectively represent a strategic shift to focus the Company on its core Golf Equipment and complementary soft goods businesses. As a result, the operating results of Jack Wolfskin are presented as discontinued operations for all periods presented in the consolidated financial statements.

The following table summarizes the major categories of assets and liabilities sold (in millions):

	May 31, 2025
Assets	
Accounts receivable	\$ 11.7
Inventories	86.2
Property, plant and equipment, net	11.8
Operating lease right-of-use assets, net	67.4
Trade names and trademarks	212.2
Goodwill and other intangible assets	16.2
Other assets	36.2
Total assets	\$ 441.7
Liabilities	
Accounts payable and accrued expenses	\$ 48.6
Operating lease liabilities	64.7
Other liabilities	40.7
Total liabilities	\$ 154.0
Carrying value of net assets sold	\$ 287.7

Results of Discontinued Operations

The following is a summary of the results of discontinued operations on the consolidated statement of operations for the periods presented below (in millions):

For the year ended December 31, 2025

	Topgolf	Jack Wolfskin	Total
Net revenues:			
Products	\$ 13.7	\$ 95.4	\$ 109.1
Services	1,778.6	—	1,778.6
Total net revenues	1,792.3	95.4	1,887.7
Costs and expenses:			
Cost of products	7.2	54.5	61.7
Cost of services, excluding depreciation and amortization	188.2	—	188.2
Other venue expense	1,295.4	—	1,295.4
Selling, general and administrative expense	179.5	68.7	248.2
Research and development expense	15.2	2.2	17.4
Trade name impairment	284.0	—	284.0
Loss on classification of Topgolf as discontinued operations	143.1	—	143.1
Venue pre-opening costs	7.7	—	7.7
Total costs and expenses	2,120.3	125.4	2,245.7
Income (loss) from discontinued operations	(328.0)	(30.0)	(358.0)
Interest expense, net	(176.0)	(0.1)	(176.1)
Other income (expense), net	(1.0)	(11.5)	(12.5)
Income (loss) from discontinued operations before income taxes	(505.0)	(41.6)	(546.6)
Income tax provision (benefit)	(98.1)	(0.4)	(98.5)
Net income (loss) from discontinued operations	\$ (406.9)	\$ (41.2)	\$ (448.1)

For the year ended December 31, 2024

	Topgolf	Jack Wolfskin	Total
Net revenues:			
Products	\$ 17.9	\$ 355.1	\$ 373.0
Services	1,791.5	—	1,791.5
Total net revenues	1,809.4	355.1	2,164.5
Costs and expenses:			
Cost of products	10.5	203.3	213.8
Cost of services, excluding depreciation and amortization	186.7	—	186.7
Other venue expense	1,303.5	—	1,303.5
Selling, general and administrative expense	194.1	181.6	375.7
Research and development expense	19.7	8.3	28.0
Goodwill and trade name impairment	1,452.0	—	1,452.0
Venue pre-opening costs	14.8	—	14.8
Total costs and expenses	3,181.3	393.2	3,574.5
Income (loss) from discontinued operations	(1,371.9)	(38.1)	(1,410.0)
Interest expense, net	(167.3)	(0.8)	(168.1)
Other income (expense), net	—	(6.5)	(6.5)
Income (loss) from discontinued operations before income taxes	(1,539.2)	(45.4)	(1,584.6)
Income tax provision (benefit)	(40.1)	(3.4)	(43.5)
Net income (loss) from discontinued operations	\$ (1,499.1)	\$ (42.0)	\$ (1,541.1)

For the year ended December 31, 2023

	Topgolf	Jack Wolfskin	Total
Net revenues:			
Products	\$ 16.3	\$ 393.5	\$ 409.8
Services	1,744.7	—	1,744.7
Total net revenues	1,761.0	393.5	2,154.5
Costs and expenses:			
Cost of products	10.1	230.6	240.7
Cost of services, excluding depreciation and amortization	186.8	—	186.8
Other venue expense	1,252.3	—	1,252.3
Selling, general and administrative expense	185.1	180.3	365.4
Research and development expense	30.9	9.0	39.9
Venue pre-opening costs	25.9	—	25.9
Total costs and expenses	1,691.1	419.9	2,111.0
Income (loss) from discontinued operations	69.9	(26.4)	43.5
Interest expense, net	(137.3)	(2.2)	(139.5)
Other income (expense), net	0.8	0.5	1.3
Income (loss) from discontinued operations before income taxes	(66.6)	(28.1)	(94.7)
Income tax provision (benefit)	(82.6)	(7.6)	(90.2)
Net income (loss) from discontinued operations	\$ 16.0	\$ (20.5)	\$ (4.5)

Assets and Liabilities of Discontinued Operations

The following tables summarize the assets and liabilities of discontinued operations on the consolidated balance sheets for the periods presented below (in millions). As Jack Wolfskin was sold on May 31, 2025, there are no balances to disclose as of December 31, 2025:

As of December 31, 2025

	Topgolf
Current assets of discontinued operations	
Accounts receivable	\$ 4.2
Inventories	37.1
Other current assets	117.2
Total current assets of discontinued operations	158.5
Long-term assets of discontinued operations	
Property, plant and equipment, net	2,072.5
Operating lease right-of-use assets, net	1,066.4
Trade names and trademarks	607.9
Other intangible assets, net	46.5
Other assets, net	218.2
Total long-term assets of discontinued operations	4,011.5
Total assets of discontinued operations	\$ 4,170.0
Current liabilities of discontinued operations	
Accounts payable and accrued expenses	\$ 117.2
Accrued employee compensation and benefits	56.1
Operating lease liabilities, short-term	59.8
Construction advances	29.1
Deferred revenue	59.7
Other current liabilities	3.1
Total current liabilities of discontinued operations	325.0
Long-term liabilities of discontinued operations	
Long-term debt, net	42.8
Operating lease liabilities, long-term	1,102.5
Deemed landlord financing obligations	1,300.7
Other long-term liabilities	342.5
Total long-term liabilities of discontinued operations	2,788.5
Total liabilities of discontinued operations	\$ 3,113.5

As of December 31, 2024

	Topgolf	Jack Wolfskin	Total
Current assets of discontinued operations			
Accounts receivable	\$ 8.1	\$ 30.4	\$ 38.5
Inventories	43.5	85.6	129.1
Other current assets	103.8	16.7	120.5
Total current assets of discontinued operations	155.4	132.7	288.1
Long-term assets of discontinued operations			
Property, plant and equipment, net	2,030.8	12.3	2,043.1
Operating lease right-of-use assets, net	1,122.8	64.5	1,187.3
Trade names and trademarks	891.9	193.6	1,085.5
Other intangible assets, net	50.5	14.1	64.6
Goodwill	—	1.5	1.5
Other assets, net	349.5	14.1	363.6
Total long-term assets of discontinued operations	4,445.5	300.1	4,745.6
Total assets of discontinued operations	\$ 4,600.9	\$ 432.8	\$ 5,033.7
Current liabilities of discontinued operations			
Accounts payable and accrued expenses	\$ 121.8	\$ 62.3	\$ 184.1
Accrued employee compensation and benefits	51.9	13.2	65.1
Operating lease liabilities, short-term	55.6	15.6	71.2
Construction advances	6.0	—	6.0
Deferred revenue	78.2	1.9	80.1
Other current liabilities	5.3	7.6	12.9
Total current liabilities of discontinued operations	318.8	100.6	419.4
Long-term liabilities of discontinued operations			
Long-term debt, net	43.6	—	43.6
Operating lease liabilities, long-term	1,162.0	50.6	1,212.6
Deemed landlord financing obligations	1,194.8	—	1,194.8
Other long-term liabilities	341.1	26.2	367.3
Total long-term liabilities of discontinued operations	2,741.5	76.8	2,818.3
Total liabilities of discontinued operations	\$ 3,060.3	\$ 177.4	\$ 3,237.7

Note 5. Revenue Recognition

We primarily recognize revenue from the sale of our products. The following table presents our sales disaggregated by operating and reportable segment and major category (in millions):

	Year Ended December 31,		
	2025	2024	2023
Golf Equipment:			
Golf clubs	\$ 1,052.9	\$ 1,060.9	\$ 1,073.4
Golf balls	322.2	321.8	314.5
Total Golf Equipment	\$ 1,375.1	\$ 1,382.7	\$ 1,387.9
Apparel, Gear and Other:			
Apparel	\$ 398.8	\$ 405.6	\$ 411.7
Gear, accessories & other	286.2	289.4	333.1
Total Apparel, Gear and Other	\$ 685.0	\$ 695.0	\$ 744.8
Total Consolidated	\$ 2,060.1	\$ 2,077.7	\$ 2,132.7

Net sales

We sell our Golf Equipment products and Apparel, Gear and Other products in the United States and internationally, with our principal international regions being Europe and Asia. Golf Equipment product sales are generally higher than Apparel, Gear and Other sales in most regions.

The following table summarizes sales by geographical region (in millions):

	Year Ended December 31,		
	2025	2024	2023
Sales by Major Geographic Region:			
United States	\$ 1,363.3	\$ 1,381.1	\$ 1,395.7
Europe	203.8	182.1	173.4
Asia	363.1	379.1	436.6
Rest of World	129.9	135.4	127.0
Total	\$ 2,060.1	\$ 2,077.7	\$ 2,132.7

Licensing, royalty and other income

We have licensing and royalty income from licensing agreements for apparel and soft good products in our Apparel, Gear and Other operating segment. The following table summarizes the licensing and royalty income we received, which is recorded as sales, for the periods presented (in millions):

	Year Ended December 31,		
	2025	2024	2023
Apparel, Gear and Other	\$ 28.8	\$ 27.1	\$ 26.9

Deferred revenue

Our deferred revenue balance includes short-term revenue which consists primarily of revenue from the sale of gift cards and accrued customer loyalty points.

The following table provides a reconciliation of activity related to our short-term deferred revenue balance for the periods presented (in millions):

	Year Ended December 31,		
	2025	2024	2023
Beginning Balance	\$ 15.9	\$ 12.7	\$ 10.5
Deferral of revenue	25.2	23.4	18.5
Revenue recognized	(17.4)	(19.5)	(15.5)
Breakage	(2.1)	(1.4)	(0.8)
Foreign currency translation and other	(0.1)	0.7	—
Ending Balance	<u>\$ 21.5</u>	<u>\$ 15.9</u>	<u>\$ 12.7</u>

The following table summarizes the amount of the deferred revenue recognized related to the redemption of gift cards during the periods presented which were included in the deferred revenue balance as of the end of the prior year reporting period (in millions):

	Year Ended December 31,		
	2025	2024	2023
Deferred revenue recognized from prior period ending balance (excluding breakage)	\$ 3.0	\$ 5.0	\$ 3.2

Variable consideration

We recognize revenue based on the amount of consideration we expect to receive from customers for the sale of our products adjusted for estimates of variable consideration related to sales returns, discounts and allowances, sales promotions and sales programs, and price concessions that we offer. These estimates are based on the amounts earned or expected to be claimed by customers.

The following table provides a reconciliation of our short-term sales program incentives activity for the periods presented (in millions):

	Year Ended December 31,		
	2025	2024	2023
Sales Program Incentives:			
Beginning Balance	\$ 18.2	\$ 15.9	\$ 20.1
Additions	44.5	43.4	39.3
Credits issued	(46.9)	(39.6)	(41.9)
Foreign currency translation and other	(0.8)	(1.5)	(1.6)
Ending Balance	<u>\$ 15.0</u>	<u>\$ 18.2</u>	<u>\$ 15.9</u>

Our provision for the sales return liability fluctuates with the seasonality of the business, while actual sales returns are generally more heavily weighted toward the second half of the year as the golf season comes to an end. The following table provides a reconciliation of the activity related to our sales return reserve for the periods presented (in millions):

	Year Ended December 31,		
	2025	2024	2023
Sales Return Liability:			
Beginning Balance	\$ 62.2	\$ 51.6	\$ 50.0
Provision	185.0	178.1	174.4
Sales returns	(183.0)	(167.5)	(172.8)
Ending Balance	<u>\$ 64.2</u>	<u>\$ 62.2</u>	<u>\$ 51.6</u>

The following table summarizes the cost recovery of inventory associated with our sales return liability included in other current assets (in millions):

	Year Ended December 31,		
	2025	2024	2023
Cost recovery of inventory	\$ 30.4	\$ 27.9	\$ 24.2

The following table summarizes the accrued rebate liability associated with our sales program included in accounts payable and accrued expenses (in millions):

	Year Ended December 31,		
	2025	2024	2023
Accrued rebate liability	\$ 15.0	\$ 14.3	\$ 13.6

Note 6. Leases***Operating leases and financing leases***

Supplemental balance sheet information related to our operating and financing ROU assets and lease liabilities is as follows (in millions):

	Balance Sheet Location	December 31,	
		2025	2024
Assets			
Operating lease ROU assets, net	Operating lease ROU assets, net	\$ 173.5	\$ 151.9
Financing lease ROU assets, net	Other assets, net	\$ 0.7	\$ 0.6
Liabilities			
Current			
Operating lease liabilities, short-term	Operating lease liabilities, short-term	\$ 22.9	\$ 18.1
Financing lease liabilities, short-term	Accounts payable and accrued expenses	\$ 0.3	\$ 0.2
Non-current			
Operating lease liabilities, long-term	Operating lease liabilities, long-term	\$ 189.7	\$ 164.5
Financing lease liabilities, long-term	Other long-term liabilities	\$ 0.5	\$ 0.4

The components of lease expense included in our consolidated statements of operations for the periods presented below are as follows (in millions):

	Year Ended December 31,		
	2025	2024	2023
Operating lease costs:	\$ 34.3	\$ 30.9	\$ 23.7
Financing lease costs:			
Amortization of ROU assets	0.3	0.2	0.3
Interest on lease liabilities	—	—	—
Total financing lease costs	0.3	0.2	0.3
Variable lease costs	1.7	2.7	2.7
Total lease costs	<u>\$ 36.3</u>	<u>\$ 33.8</u>	<u>\$ 26.7</u>

Other information related to leases (in millions):

Supplemental Cash Flows Information	Year Ended December 31,		
	2025	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 32.8	\$ 29.4	\$ 23.1
Operating cash flows from finance leases	\$ —	\$ —	\$ 0.1
Financing cash flows from finance leases	\$ 0.2	\$ 0.3	\$ 0.4
Lease liabilities arising from new ROU assets:			
Operating leases	\$ 49.6	\$ 32.5	\$ 47.3
Finance leases	\$ 0.3	\$ 0.1	\$ 0.3

	December 31,	
	2025	2024
Weighted-average remaining lease term (years):		
Operating leases	9.4	10.4
Finance leases	3.4	2.9
Weighted-average discount rate:		
Operating leases	6.8 %	6.6 %
Finance leases	7.1 %	6.9 %

As of December 31, 2025, our future minimum lease obligations were as follows (in millions):

	Operating Leases	Finance Leases	Total
2026	\$ 36.1	\$ 0.3	\$ 36.4
2027	33.8	0.3	34.1
2028	32.0	0.1	32.1
2029	31.2	0.1	31.3
2030	27.3	0.1	27.4
Thereafter	137.5	—	137.5
Total future lease payments	297.9	0.9	298.8
Less: imputed interest	85.3	0.1	85.4
Total	\$ 212.6	\$ 0.8	\$ 213.4

Note 7. Financing Arrangements

Our credit facilities and long-term debt obligations are summarized as follows (in millions):

	Maturity Date	Interest Rate	December 31, 2025	December 31, 2024
Short-Term Credit Facilities				
2023 ABL Credit Facility	March 16, 2028	5.21%	\$ —	\$ —
2025 Japan ABL Credit Facility	January 21, 2028	1.57%	44.7	—
2022 Japan ABL Credit Facility	January 25, 2025	1.21%	—	25.4
Total Principal Amount			\$ 44.7	\$ 25.4
Unamortized Debt Issuance Costs			\$ 2.6	\$ 3.4
Balance Sheet Location				
ABL Credit Facilities	Asset-based credit facilities		\$ 44.7	\$ 25.4
Unamortized Debt Issuance Costs - Current	Prepaid expenses		\$ 1.2	\$ 1.1
Unamortized Debt Issuance Costs - Non-current	Other assets, net		\$ 1.4	\$ 2.3
Long-Term Debt and Credit Facilities				
2023 Term Loan B	March 16, 2030	6.72%	\$ 1,165.6	\$ 1,178.1
Convertible Notes	May 1, 2026	2.75%	258.3	258.3
Equipment Notes	December 15, 2026 - December 21, 2027	2.36% - 5.93%	6.5	11.7
Financed Tenant Improvements	February 1, 2035	8.00% - 10.00%	3.6	3.1
Total Principal Amount			\$ 1,434.0	\$ 1,451.2
Less: Unamortized Debt Issuance Costs			18.0	22.3
Total Debt, net of Unamortized Debt Issuance Costs			<u>\$ 1,416.0</u>	<u>\$ 1,428.9</u>
Balance Sheet Location				
Long-Term Debt - Current	Long-term debt, current portion		\$ 765.3	\$ 14.6
Long-Term Debt - Non-current	Long-term debt		650.7	1,414.3
Total Debt, net of Unamortized Debt Issuance Costs			<u>\$ 1,416.0</u>	<u>\$ 1,428.9</u>

Total interest and amortization expense related to our credit facilities and long-term debt obligations, which is included in Interest expense, net and Discontinued operations in our consolidated statement of operations, is summarized as follows (in millions):

	Year Ended December 31,		
	2025	2024	2023
Short-Term Credit Facilities			
2025 Japan ABL Credit Facility	\$ 1.1	\$ —	\$ —
2023 ABL Credit Facility	1.8	1.0	5.0
2022 Japan ABL Credit Facility	—	0.3	0.3
Total	<u>\$ 2.9</u>	<u>\$ 1.3</u>	<u>\$ 5.3</u>
Long-Term Debt and Credit Facilities			
2023 Term Loan B	\$ 51.4	\$ 61.5	\$ 54.3
Convertible Notes	7.1	7.1	7.1
Equipment Notes	0.4	0.6	0.8
Financed Tenant Improvements	0.3	0.3	0.3
2019 Term Loan B	—	—	8.6
Total	<u>\$ 59.2</u>	<u>\$ 69.5</u>	<u>\$ 71.1</u>

Short-Term Credit Facilities and Available Liquidity

2025 Japan ABL Credit Facility

In January 2025, our Japan subsidiary entered into a new 3-year asset-based revolving credit facility (the “2025 Japan ABL Credit Facility”) with the Mizuho Bank, Ltd., which provides a line of credit to our Japan subsidiary of up to 9,000.0 million Yen (or approximately \$57.4 million using the exchange rate in effect as of December 31, 2025), is subject to borrowing base availability under the facility and is secured by certain assets, including eligible inventory and accounts receivable of our Japan subsidiary which are subject to certain restrictions and covenants related to certain pledged assets and financial performance metrics. The interest rate applicable to outstanding borrowings under the 2025 Japan ABL Credit Facility is subject to an effective interest rate equal to the Tokyo Interbank Offered Rate (“TIBOR”) plus 0.70%.

2023 Asset-Based Revolving Credit Facility

We have a senior secured asset-based revolving credit facility (as amended, the “2023 ABL Credit Facility”) with Bank of America, N.A. and other lenders, which provides for senior secured asset-based revolving credit facilities in an aggregate principal amount of up to \$485.0 million and consists of U.S., Canadian, and U.K./Dutch facilities, in each case, subject to borrowing base availability under the applicable facility. Amounts outstanding under the 2023 ABL Credit Facility are secured by a first priority lien on certain of our assets and certain of the assets of our subsidiaries in the United States, Canada, the Netherlands, and the United Kingdom (other than certain excluded subsidiaries) and a second-priority lien on substantially all of our and such subsidiaries’ other assets (in each case, other than certain excluded assets).

The 2023 ABL Credit Facility includes customary affirmative and negative covenants, including among other things, restrictions on the incurrence of additional debt, liens, dividends and other restricted payments, asset sales, investments, mergers, acquisitions and affiliate transactions, as well as customary events of default. We are also subject to compliance with a 1.0:1.0 minimum fixed charge coverage ratio during certain specified periods in which our borrowing base availability falls below 10.0% of the maximum aggregate principal amount of the facility. The interest rate applicable to outstanding borrowings under the 2023 ABL Credit Facility may fluctuate depending on our “Availability Ratio,” as defined in the loan and security agreement governing the 2023 ABL Credit Facility, and any unused portions of the 2023 ABL Credit Facility are subject to a monthly fee of 0.25% per annum.

On April 9, 2025, we entered into an amendment to the 2023 ABL Credit Facility, pursuant to which, concurrently with the completion of the sale of the Jack Wolfskin business, among other things, (a) Jack Wolfskin Ausrüstung Für Draussen GmbH & Co. KGaA was released as a borrower and a guarantor under the 2023 ABL Credit Facility, (b) a portion of the revolving commitments under the 2023 ABL Credit Facility, in an aggregate principal amount of \$20.0 million, was reallocated from the German facility thereunder (the “German Facility”) to the U.S. facility thereunder, and (c) the remainder of the German Facility was terminated.

On November 21, 2025, we entered into an amendment to the 2023 ABL Credit Facility, pursuant to which, in connection with the sale of the Topgolf business, among other things, (a) TOP GOLF USA INC. and TOPGOLF LIMITED were released as borrowers and guarantors under the 2023 ABL Credit Facility, as borrowers and guarantors under the ABL Credit Agreement, (b) Callaway TG Holdco Inc. and certain Topgolf subsidiaries were designated as unrestricted subsidiaries under the ABL Credit Facility and released as guarantors thereunder, and (c) certain financial definitions, covenants and other provisions of the ABL Credit Agreement were amended, including to reflect the consummation of the sale of the Topgolf business.

2022 Japan ABL Credit Facility

We had an asset-based revolving credit facility (the “2022 Japan ABL Credit Facility”) with the Bank of Tokyo-Mitsubishi UFJ, which provided a line of credit to our Japan subsidiary of up to 6,000.0 million Japanese Yen (or approximately \$38.7 million using the exchange rate in effect as of January 31, 2025), subject to borrowing base availability under the facility and was secured by certain assets, including eligible inventory and accounts receivable of our Japan subsidiary which were subject to certain restrictions and covenants related to certain pledged assets and financial performance metrics. The interest rate applicable to outstanding borrowings under the 2022 Japan ABL Credit Facility was subject to an effective interest rate equal to the TIBOR plus 0.80%. The 2022 Japan ABL Credit Facility matured and was repaid in full on January 25, 2025.

Consolidated Available Liquidity

Consolidated available liquidity is comprised of cash on hand and amounts available under our U.S. and Japan ABL credit facilities, less outstanding letters of credit and outstanding borrowings and was \$1,245.1 million as of December 31, 2025. Our estimated consolidated available liquidity was \$1,021.9 million as of January 2, 2026 after receiving the \$800.0 million cash proceeds for the Topgolf sale and repayment of the \$1,000.0 million of outstanding borrowings on the Term Loan B. Our average availability and weighted-average interest rate under our 2023 ABL Credit Facility and 2025 Japan ABL Credit Facility were as follows for the periods presented (in millions except interest rates):

	December 31, 2025	
2023 ABL Credit Facility		
Average availability	\$	411.0
Weighted-average interest rate		7.89 %
2025 Japan ABL Credit Facility		
Average availability	\$	13.3
Weighted-average interest rate		1.32 %

Long-Term Debt

2023 Term Loan B

In March 2023, as part of a comprehensive debt refinancing plan (the “Refinancing Plan”), we entered into a senior secured term loan B facility (as amended, the “2023 Term Loan B”) with Bank of America, N.A. as administrative agent, and the financial institutions party thereto as lenders, in an original aggregate principal amount of \$1,250.0 million, which was issued net of an original issuance discount of \$12.5 million. As part of the Refinancing Plan, we used a portion of the net proceeds from the 2023 Term Loan B for the repayment of outstanding principal, interest and fees associated with our previous term loan B facility (the “2019 Term Loan B”), as well as the previous credit facilities of our Topgolf operating segment, which consisted of a senior secured term loan facility and a senior secured revolving credit facility. We accounted for the transactions associated with the Refinancing Plan and 2023 Term Loan B as a debt modification, and as a result we recognized a non-cash loss of \$10.5 million within other income (expense), net, and \$2.3 million of third-party fees within selling, general and administrative expense in our consolidated statement of operations for the year ended December 31, 2023.

In March 2024, we entered into an amendment to the 2023 Term Loan B (the “First Amendment”) in order to, among other things, decrease the interest rate applicable to the outstanding term loans thereunder. The interest rate on outstanding borrowings under the 2023 Term Loan B are, at our option, a rate per annum equal to: (a) a term SOFR-based rate (“Term SOFR”) (subject to a 0% floor) plus an applicable margin of 2.75% or 3.00%, depending on our applicable debt rating, as defined in the credit agreement governing the 2023 Term Loan B; or (b) a base rate equal to the sum of (i) the greater of (A) the greater of the federal funds rate and the overnight bank funding rate published by the Federal Reserve Bank of New York, plus 0.50%, (B) Term SOFR for a one-month interest period plus 1.0% (and subject to a 1% floor), (C) the prime rate announced by Bank of America from time to time, and (D) 1.0%, plus (ii) an applicable margin of 1.75% or 2.00%, depending on our applicable debt rating.

The First Amendment was accounted for as a partial debt modification and partial debt extinguishment, which resulted in a non-cash loss of \$4.7 million related to the write-off of unamortized debt issuance costs and original issuance discounts for prior lenders under our 2023 Term Loan B who did not participate in the First Amendment. This non-cash loss was recognized in other income (expense), net in our condensed consolidated statement of operations during the three months ended March 31, 2024. Additionally, we also incurred \$1.1 million of fees related to the transaction, of which \$0.2 million were recognized as deferred debt issuance costs and \$0.9 million were recognized as selling, general and administrative expense during the three months ended March 31, 2024.

The 2023 Term Loan B includes customary affirmative and negative covenants, including among other things, restrictions on the incurrence of additional debt, liens, dividends and other restricted payments, asset sales, investments, mergers, acquisitions and affiliate transactions, as well as customary events of default. The 2023 Term Loan B is not subject to any financial covenants and, subject to certain customary exceptions, is guaranteed by certain of our direct and indirect wholly-owned U.S. subsidiaries and secured by substantially all of our assets and the assets of each such subsidiary guarantor, with priority of the liens securing the 2023 Term Loan B and the liens securing the 2023 ABL Credit Facility subject to the terms of a customary intercreditor agreement.

On December 1, 2025, we entered into an amendment to the 2023 Term Loan B, pursuant to which, in connection with the sale of the Topgolf business, among other things, (a) Callaway TG Holdco Inc. and certain Topgolf subsidiaries were designated as unrestricted subsidiaries under the 2023 Term Loan B and released as guarantors thereunder, (b) certain financial definitions, covenants and other provisions of the 2023 Term Loan B were amended, including to reflect the consummation of the sale of the Topgolf business, and to require a \$500.0 million partial repayment of the 2023 Term Loan B upon the consummation of the sale of the Topgolf business, which was therefore classified as a current portion of long-term debt. In addition to these amendments, on January 1, 2026, we made a separate discretionary repayment of \$500.0 million on the 2023 Term Loan B, for a total partial repayment of \$1,000.0 million on the loan.

Convertible notes

We have convertible senior notes issued in May 2020 (the “Convertible Notes”) which are structurally subordinated to all existing and future indebtedness and other liabilities and (to the extent we are not a holder thereof) preferred equity, if any, of our subsidiaries. The Convertible Notes are convertible into shares of our common stock at an initial conversion rate of 56.8 shares per \$1,000 of principal, or an initial conversion price of \$17.62 per share, and interest is payable on the Convertible Notes semi-annually in arrears on May 1 and November 1 of each year. As of May 6, 2023, we have the option to settle all or part of the Convertible Notes through cash settlement, physical settlement, or combination settlement at our election, subject to certain stipulations. Additionally, all or any portion of the Convertible Notes may be converted at the conversion rate and at the holders’ option on or after February 1, 2026 until the close of business on the second trading day immediately prior to the maturity date, and upon the occurrence of certain contingent conversion events. The Convertible Notes mature on May 1, 2026, unless earlier redeemed or repurchased by the Company or converted, and are reflected under current liabilities on our consolidated balance sheet as of December 31, 2025.

In July 2022, in accordance with the terms of the indenture under which the Convertible Notes were issued, holders of our Convertible Notes elected to convert \$0.5 million of Convertible Notes into 25,602 shares of our common stock. The Convertible Notes were converted at a conversion rate of 56.8 shares of our common stock per \$1,000 principal amount of Convertible Notes.

Capped Call

In connection with the pricing of the Convertible Notes, we entered into privately negotiated capped call transactions with certain counterparties (“Capped Calls”). The Capped Calls cover the aggregate number of shares of our common stock that initially underlie the Convertible Notes and are generally expected to reduce potential dilution and/or offset any cash payments we are required to make related to any conversion of the Convertible Notes. The Capped Calls, which each have an exercise price of \$17.62 per share, are subject to certain adjustments and each have a cap price of \$23.71 per share. The initial cost of the Capped Calls was a reduction to additional paid-in-capital on our consolidated balance sheet.

In connection with the conversion of \$0.5 million of Convertible Notes in July 2022, we and the counterparties entered into a partial termination of the Capped Calls with respect to the Convertible Notes converted, which resulted us receiving 3,499 shares of our common stock from the counterparties.

Equipment Notes

We have long-term financing agreements (the “Equipment Notes”) with various lenders which we use to invest in certain facilities and information technology equipment. The loans are secured by the relative underlying equipment.

Aggregate Amount of Long-Term Debt Maturities

The following table presents our combined aggregate amount of maturities for our long-term debt over the next five years and thereafter as of December 31, 2025.

	<i>(in millions)</i>
2026	\$ 775.6
2027	14.7
2028	12.8
2029	12.8
2030	616.0
Thereafter	2.1
Total aggregate amount of maturities	1,434.0
Less: Unamortized Debt Issuance Costs	18.0
Total aggregate amount of maturities, net of Unamortized Debt Issuance Costs	\$ 1,416.0

As of December 31, 2025, we were in compliance with all fixed charge coverage ratios and all other covenants and reporting requirements under the terms of our long-term debt and credit facilities mentioned above, as applicable.

Note 8. Earnings (Loss) Per Common Share

Basic earnings (loss) per common share (“Basic EPS”) is computed by dividing net income by the weighted-average number of common shares outstanding for the period.

Diluted earnings (loss) per common share (“Diluted EPS”) takes into account the potential dilution that could occur if outstanding securities were exercised or settled in shares. Dilutive securities that may impact Diluted EPS include shares underlying outstanding stock options, RSUs and PRSUs granted to employees and non-employee directors (see Note 15), as well as common shares underlying the Convertible Notes (see Note 7). Dilutive securities related to shares underlying outstanding stock options, RSUs and PRSUs granted to employees and non-employee directors are included in the calculation of diluted earnings per common share using the treasury stock method. Dilutive securities related to common shares underlying the Convertible Notes are included in the calculation of Diluted EPS using the if-converted method. Basic and diluted weighted-average common shares outstanding are the same in periods when a net loss is reported or in periods when anti-dilution occurs.

The following table summarizes the computation of Basic and Diluted EPS (in millions, except per share data):

	Year Ended December 31,		
	2025	2024	2023
Earnings (loss) per common share—basic			
Numerator:			
Net income (loss) from continuing operations	\$ 38.8	\$ 93.4	\$ 99.5
Income (loss) from discontinued operations, net of tax	(448.1)	(1,541.1)	(4.5)
Net income (loss)	<u>\$ (409.3)</u>	<u>\$ (1,447.7)</u>	<u>\$ 95.0</u>
Denominator:			
Weighted-average common shares outstanding	183.7	183.7	185.0
Basic earnings (loss) per common share:			
Continuing operations	\$ 0.21	\$ 0.51	\$ 0.54
Discontinued operations	\$ (2.44)	\$ (8.39)	\$ (0.02)
Net earnings (loss) per common share	<u>\$ (2.23)</u>	<u>\$ (7.88)</u>	<u>\$ 0.51</u>
Earnings (loss) per common share—diluted			
Numerator:			
Net income (loss) from continuing operations	\$ 38.8	\$ 93.4	\$ 99.5
Add: Interest expense attributable to convertible notes, net of tax	—	6.5	6.5
Income (loss) from continuing operations and assumed conversions	38.8	99.9	106.0
Loss from discontinued operations, net of tax	(448.1)	(1,541.1)	(4.5)
Net (loss) income attributable to earnings per common share	<u>\$ (409.3)</u>	<u>\$ (1,441.2)</u>	<u>\$ 101.5</u>
Denominator:			
Weighted-average common shares outstanding—basic	183.7	183.7	185.0
Incremental shares for assumed conversion of Convertible Notes	—	14.7	14.7
Outstanding options, restricted stock units and performance share units	2.0	0.9	1.4
Weighted-average common shares outstanding—diluted	<u>185.7</u>	<u>199.3</u>	<u>201.1</u>
Diluted earnings (loss) per common share:			
Continuing operations	\$ 0.21	\$ 0.50	\$ 0.53
Discontinued operations	\$ (2.41)	\$ (7.73)	\$ (0.02)
Net diluted earnings (loss) per common share	<u>\$ (2.20)</u>	<u>\$ (7.23)</u>	<u>\$ 0.50</u>

Anti-Dilutive Options and Restricted Stock Units

For the year ended December 31, 2025, approximately 16.7 million securities outstanding comprised of shares subject to conversion from the Convertible Notes, stock options, restricted stock units and performance share units, were excluded from the calculation of Diluted EPS, as they would be anti-dilutive. For the years ended December 31, 2024 and 2023, approximately 2.5 million and 2.3 million securities outstanding, respectively, comprised of stock options, restricted stock units and performance share units, were excluded from the calculation of Diluted EPS, as they would be anti-dilutive.

Note 9. Goodwill and Intangible Assets

Changes in the carrying amount of goodwill by operating and reportable segment are as follows (in millions):

	Golf Equipment	Apparel, Gear and Other	Total
Balance at December 31, 2023	\$ 531.0	\$ 88.3	\$ 619.3
Foreign currency translation and other	(0.6)	—	(0.6)
Balance at December 31, 2024	\$ 530.4	\$ 88.3	\$ 618.7
Foreign currency translation and other	1.1	—	1.1
Balance at December 31, 2025	<u>\$ 531.5</u>	<u>\$ 88.3</u>	<u>\$ 619.8</u>

Intangible assets by major asset class for the periods presented in the table below were (in millions, except useful life years):

	Indefinite-lived:	Amortizing:		
	Trade name and Trademarks	Patents	Customer/ Distributor Relationships and Other	Total
Useful Life (Years)	NA	2 - 16	1 - 10	
Gross as of December 31, 2024	\$ 218.4	\$ 31.6	\$ 24.1	\$ 274.1
Acquisitions	0.4	0.3	0.1	0.8
Gross as of December 31, 2025	\$ 218.8	\$ 31.9	\$ 24.2	\$ 274.9
Accumulated amortization	—	(31.6)	(20.8)	(52.4)
Foreign currency translation and other	—	—	(0.1)	(0.1)
Net book value, December 31, 2025	<u>\$ 218.8</u>	<u>\$ 0.3</u>	<u>\$ 3.3</u>	<u>\$ 222.4</u>
Gross as of December 31, 2023	\$ 218.4	\$ 31.6	\$ 21.3	\$ 271.3
Acquisitions	—	—	2.8	2.8
Gross as of December 31, 2024	\$ 218.4	\$ 31.6	\$ 24.1	\$ 274.1
Accumulated amortization	—	(31.6)	(19.9)	(51.5)
Foreign currency translation and other	—	—	(0.1)	(0.1)
Net book value, December 31, 2024	<u>\$ 218.4</u>	<u>\$ —</u>	<u>\$ 4.1</u>	<u>\$ 222.5</u>

We recognized \$0.9 million, \$0.7 million and \$3.4 million of amortization expense related to acquired intangible assets for the years ended December 31, 2025, 2024 and 2023, respectively, which is primarily recorded in selling, general and administrative expenses in the consolidated statements of operations.

As of December 31, 2025, intangible asset amortization expense is expected to be incurred for the periods presented as follows (in millions):

2026	\$ 0.9
2027	0.6
2028	0.3
2029	0.3
2030	0.1
Thereafter	—
Total	<u>\$ 2.2</u>

Note 10. Investments

Investment in Full Swing

We have an ownership interest of less than 20.0% in Full Swing Golf Holdings, LLC (“Full Swing”), owners of multi-sport indoor virtualization and simulation technology. The investment is accounted for at cost less impairments and adjusted for observable changes in fair value. At both December 31, 2025 and December 31, 2024, the carrying value of our investment in Full Swing was \$9.3 million, and is included in other assets, net on our consolidated balance sheets.

In May 2024, we received a \$4.1 million dividend distribution from Full Swing, which is included in other income on our consolidated statement of operations.

Investment in Five Iron Golf

We have an ownership interest of less than 20.0% in preferred shares of The Range NYC, LLC (“Five Iron Golf”), an urban indoor golf experience company which hosts a golf simulation technology and serves food and beverage. The investment is accounted for at cost less impairments, and is adjusted for observable changes in fair value. At both December 31, 2025 and December 31, 2024, the carrying value of our investment in Five Iron Golf was \$33.9 million, and is included in other assets, net on our consolidated balance sheets.

Other Investments

In addition to the investments above, as of December 31, 2025 and December 31, 2024, we had other miscellaneous equity investments of approximately \$4.4 million and \$3.3 million, respectively, which are classified as other assets, net on our consolidated balance sheets. The investments are accounted for at cost less impairments and are adjusted for observable changes in fair value.

Note 11. Selected Financial Data

Selected financial data as of the dates presented below is as follows (in millions, except useful life data):

		December 31, 2025	December 31, 2024
Finished goods		\$ 517.4	\$ 507.4
Work in process		0.7	0.9
Raw materials		107.2	119.9
Total inventories		<u>\$ 625.3</u>	<u>\$ 628.2</u>
		December 31, 2025	December 31, 2024
Other current assets:			
Credit card and other receivables		\$ 24.0	\$ 17.0
Sales return reserve cost recovery asset		30.4	27.9
Taxes receivable		14.7	7.3
Other		0.7	9.3
Total other current assets		<u>\$ 69.8</u>	<u>\$ 61.5</u>
		December 31, 2025	December 31, 2024
Property, plant and equipment, net:	Estimated Useful Life		
Land		\$ 7.2	\$ 7.1
Buildings and leasehold improvements	3 - 30 years	154.5	144.0
Machinery and equipment	3 - 15 years	159.4	154.6
Furniture, computer hardware and equipment	3 - 5 years	127.6	123.0
Internal-use software	3 - 10 years	39.8	41.8
Production molds	2 - 5 years	11.4	10.9
Construction-in-process		6.6	8.1
Total property, plant, and equipment, gross		506.5	489.5
Less: Accumulated depreciation		347.0	313.6
Total property, plant, and equipment, net		<u>\$ 159.5</u>	<u>\$ 175.9</u>
		December 31, 2025	December 31, 2024
Accounts payable and accrued expenses:			
Accounts payable		\$ 109.6	\$ 61.7
Accrued expenses		89.9	70.2
Accrued inventory		96.7	135.3
Total accounts payable and accrued expenses		<u>\$ 296.2</u>	<u>\$ 267.2</u>

Depreciation expense is recognized in cost of sales, research and development expenses, and selling, general and administrative expenses on the consolidated statement of operations, consistent with the use of the underlying asset. We recorded \$45.5 million, \$43.8 million and \$42.3 million of total depreciation expense in our consolidated statements of operations for the years ended December 31, 2025, 2024 and 2023, respectively.

Note 12. Income Taxes

Our income from continuing operations before income taxes was subject to taxes in the following jurisdictions for the following periods (in millions):

	Years Ended December 31,		
	2025	2024	2023
United States	\$ 17.6	\$ 42.0	\$ 65.8
Foreign	70.0	69.5	63.7
Total	<u>\$ 87.6</u>	<u>\$ 111.5</u>	<u>\$ 129.5</u>

The provision (benefit) for income taxes allocated to continuing operations is comprised of (in millions):

	Years Ended December 31,		
	2025	2024	2023
Current tax provision:			
Federal	\$ 13.7	\$ 18.9	\$ 29.0
State	3.3	2.5	3.8
Foreign	12.9	8.6	7.0
	<u>29.9</u>	<u>30.0</u>	<u>39.8</u>
Deferred tax provision (benefit):			
Federal	17.6	(10.9)	(12.5)
State	3.5	0.7	(0.2)
Foreign	(2.2)	(1.7)	2.9
	<u>18.9</u>	<u>(11.9)</u>	<u>(9.8)</u>
Income tax provision (benefit)	<u>\$ 48.8</u>	<u>\$ 18.1</u>	<u>\$ 30.0</u>

Significant components of our deferred tax assets and liabilities as of December 31, 2025 and 2024 are as follows (in millions):

	December 31,	
	2025	2024
Deferred tax assets:		
Tax loss and interest expense carryforwards	\$ 109.1	\$ 50.1
Tax credit carryforwards	87.7	65.6
Lease liabilities	403.8	412.0
Deemed landlord financing	326.7	297.2
Other deferred tax assets	113.7	108.5
Total deferred tax assets	<u>1,041.0</u>	<u>933.4</u>
Valuation allowance for deferred tax assets	(143.4)	(31.3)
Deferred tax assets, net of valuation allowance	<u>897.6</u>	<u>902.1</u>
Deferred tax liabilities:		
Basis difference related to fixed assets	(238.9)	(235.7)
Basis difference related to intangible assets with an indefinite life	(185.9)	(241.9)
Lease right-of-use assets	(359.1)	(371.3)
Other deferred tax liabilities	(6.3)	(6.8)
Total deferred tax liabilities	<u>(790.2)</u>	<u>(855.7)</u>
Net deferred tax assets (liabilities) are shown on the accompanying consolidated balance sheets as follows:		
	Balance Sheet Location	
Non-current deferred tax assets	Other assets, net	109.2 48.6
Non-current deferred tax liabilities	Other long-term liabilities	(1.8) (2.2)
Deferred tax assets, net		<u>\$ 107.4</u> <u>\$ 46.4</u>

The net change in net deferred taxes in 2025 of \$61.0 million is primarily due to an increase in tax loss and tax credit carryforwards. As described in Note 4, we divested Jack Wolfskin entirely and of 60% of Topgolf in May 2025 and January 2026, respectively. Due to the 2026 timing for the latter sale, certain Topgolf deferred tax assets and liabilities included above will be derecognized from our consolidated balance sheets during the first quarter of 2026. We do not expect the impact from the derecognition of those net deferred tax assets and deferred tax liabilities will be significant.

The valuation allowance on our deferred tax assets as of December 31, 2025 and 2024 of \$143.4 million and \$31.3 million, respectively, relate primarily to U.S. federal and state net operating loss carryforwards, foreign and business tax credits, and capital loss carryforward.

As of December 31, 2025, we had U.S. federal and state income tax credit carryforwards of \$73.5 million and \$35.9 million, respectively, which will expire if unused at various dates beginning on December 31, 2028. Such carryforwards expire as follows (in millions):

U.S. foreign tax credit	\$	3.5	2028-2035
U.S. business tax credits	\$	70.0	2037-2045
State business tax credits - indefinite lived	\$	27.9	Do not expire
State business tax credits - definite lived	\$	8.0	2032-2048

As of December 31, 2025, we had U.S. federal net operating loss (“NOLs”), capital loss, and interest expense carryforwards of \$65.9 million, \$352.1 million and \$19.8 million, respectively. Such carryforwards expire as follows (in millions):

U.S. net operating loss carryforwards - definite lived	\$	11.9	2028-2035
U.S. capital loss carryforwards - definite lived	\$	352.1	2030
U.S. interest expense carryforwards - indefinite lived	\$	19.8	Do not expire
U.S. net operating loss carryforwards - indefinite lived	\$	54.0	Do not expire

Our ability to utilize the U.S. NOLs and tax credits to offset future taxable income may be deferred or limited significantly if we were to experience an “ownership change” as defined in Section 382 of the Internal Revenue Code of 1986, as amended (the “Code”). In general, an ownership change will occur if there is a cumulative change in ownership of our stock by “5-percent shareholders” (as defined in the Code) that exceeds 50 percentage points over a rolling three-year period. We determined that no ownership change has occurred for purposes of Section 382 for the period ended December 31, 2025. Any ownership changes that have occurred for periods prior to 2025 are not expected to have a material impact on our ability to utilize U.S. NOLs and tax credits.

A reconciliation of the effective tax rate on our 2025 income from continuing operations and the U.S. federal statutory tax rate is as follows (dollar amounts in millions):

	Year Ended December 31, 2025	
	Dollars	Percentages
Pre-tax income	\$ 87.6	
U.S. federal statutory income tax rate	18.4	21.0 %
Domestic federal		
Tax credits		
Research and development credits	(1.7)	(1.9)%
Nontaxable and nondeductible items		
Nondeductible compensation	5.5	6.3 %
Other nontaxable and nondeductible items	0.4	0.5 %
Cross-border tax laws		
Global intangible low-taxed income, net of foreign tax credit	2.5	2.9 %
Foreign-derived intangible income deduction	(0.4)	(0.5)%
Other cross-border tax laws	0.2	0.2 %
Changes in valuation allowances	24.0	27.4 %
Other adjustments	(0.8)	(0.9)%
Domestic state and local income taxes, net of federal effect ⁽¹⁾	5.3	6.0 %
Foreign tax effects		
China		
Statutory income tax rate differential	1.8	2.1 %
Income excluded from corporate income tax	(10.5)	(12.0)%
Hong Kong		
Global minimum tax	3.7	4.2 %
Japan		
Statutory income tax rate differential	1.0	1.1 %
Other	(0.2)	(0.2)%
Other foreign jurisdictions	0.2	0.2 %
Worldwide changes in unrecognized tax benefits	(0.6)	(0.7)%
Income tax provision and effective tax rate	\$ 48.8	55.7 %

⁽¹⁾ The majority (greater than 50%) of the income tax effect within this category was from the following state and local jurisdictions: California, Illinois, New Jersey, New York, Pennsylvania, and Texas.

A reconciliation of the effective tax rate on our 2024 and 2023 income from continuing operations and the U.S. federal statutory tax rate is as follows:

	Years ended December 31,	
	2024	2023
Statutory U.S. tax rate	21.0 %	21.0 %
State income taxes, net of U.S. tax benefit	2.3 %	2.2 %
Foreign income taxed at other than U.S. statutory rate	(7.0)%	(3.6)%
Federal tax credits	(4.7)%	(3.6)%
Other non-deductible expenses	1.3 %	0.8 %
Non-deductible compensation	4.0 %	3.7 %
U.S. Foreign tax inclusion	1.4 %	1.4 %
Foreign derived intangible income deduction	(2.7)%	(2.7)%
Impact of uncertain tax positions	0.8 %	1.5 %
Change in deferred tax valuation allowance	(0.1)%	— %
Other	(0.1)%	2.5 %
Effective tax rate	16.2 %	23.2 %

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows (in millions):

	2025	2024	2023
Balance at January 1	\$ 27.7	\$ 29.3	\$ 26.2
Additions based on tax positions related to the current year	0.7	2.1	1.8
Additions for tax positions of prior years	—	—	2.0
Reductions for tax positions of prior years	(1.3)	(0.8)	—
Settlement of tax audits	(6.1)	(1.1)	—
Current year dispositions	(2.2)	—	—
Reductions due to lapsed statute of limitations	(0.4)	(1.8)	(0.7)
Balance at December 31	<u>\$ 18.4</u>	<u>\$ 27.7</u>	<u>\$ 29.3</u>

As of December 31, 2025, the gross liability for income taxes associated with uncertain tax benefits was \$18.4 million. This liability could be reduced by \$0.1 million of offsetting tax benefits associated with the correlative effects of potential transfer pricing adjustments, which was recorded as a long-term income tax receivable. Of the net amount, \$11.4 million, if recognized, would affect our financial statements and favorably affect our effective income tax rate.

We recognize interest and penalties related to income tax matters in the income tax provision. We recognized a tax expense (benefit) of \$(2.2) million, \$0.3 million and \$0.1 million, for the years ended December 31, 2025, 2024 and 2023, respectively. As of December 31, 2025 and 2024, the gross amount of accrued interest and penalties included in income taxes payable in the accompanying consolidated balance sheets was \$0.4 million and \$2.6 million, respectively.

We or one of our subsidiaries file income tax returns in the U.S. federal jurisdiction and various U.S. states and foreign jurisdictions. We are generally no longer subject to income tax examinations by tax authorities in our major jurisdictions as follows:

Major Tax Jurisdiction	Years No Longer Subject to Audit
U.S. Federal	2009 and prior
Japan	2019 and prior
South Korea	2021 and prior
United Kingdom	2020 and prior

Our undistributed foreign earnings were deemed repatriated on December 31, 2017 from a U.S. federal income tax perspective, and a significant amount of our foreign earnings that have been accumulated through December 31, 2025 are not expected to be subject to U.S. income tax upon repatriation. We have not recognized deferred tax liabilities for foreign withholding taxes nor for U.S. state and local income taxes on the undistributed foreign earnings from our non-U.S. subsidiaries that we intend to reinvest indefinitely. Furthermore, we expect future earnings generated within the U.S. will be sufficient to meet our future domestic cash needs. With respect to our non-U.S. subsidiaries' earnings for which we do not expect to reinvest indefinitely, we expect the net impact from such future repatriations on our overall tax liability to be insignificant.

Income taxes paid, net of refunds received, during 2025 by jurisdiction were (in millions):

	Year Ended December 31,	
	2025	
U.S. federal	\$	1.0
U.S. state and local		
Texas		1.4
Other		7.5
Foreign		
Canada		1.4
China		2.5
Japan		5.0
Other		4.1
Total income taxes paid, net	\$	22.9

Income taxes paid, net of refunds received, during the years ended December 31, 2024 and 2023 were \$20.9 million and \$21.5 million, respectively.

Note 13. Commitments & Contingencies

Legal Matters

We are subject to routine legal claims, proceedings, and investigations associated with the normal conduct of our business activities, including commercial disputes and employment matters. We also receive from time-to-time information claiming that products we sell infringe or may infringe patent, trademark, or other intellectual property rights of third parties. One or more such claims of potential infringement could lead to litigation, the need to obtain licenses, the need to alter a product to avoid infringement, a settlement or judgment, or some other action or material loss, which could adversely affect our overall ability to protect our product designs and ultimately limit our future success in the marketplace. Additionally, we are occasionally subject to non-routine claims, proceedings, or investigations.

We regularly assess such matters to determine the degree of probability that we will incur a material loss as a result of such matters, as well as the range of possible loss. An estimated loss contingency is accrued in our financial statements if it is probable we will incur a loss, and the amount of the loss can be reasonably estimated. Historically, the claims, proceedings, and investigations brought against us, individually and in the aggregate, have not had a material adverse effect on our consolidated results of operations, cash flows or financial position. While it is not possible to predict the outcome of the pending actions, and, as with any litigation, it is possible that some of these actions could be decided unfavorably, we do not believe that the matters currently pending against us will have a material adverse effect on our business, consolidated results of operations, cash flows or financial position.

Commitments

During the normal course of our business, we enter into agreements to purchase goods and services, including commitments for endorsement agreements with professional athletes and other endorsers, consulting and service agreements, intellectual property licensing agreements pursuant to which we are required to pay royalty fees, and signed retail lease agreements of which we have not taken possession as of year-end. The amounts listed below approximate the minimum future commitments we are obligated to pay under these agreements. The actual amounts paid under some of the agreements may be higher or lower than these amounts due to the variable nature of these obligations.

As of December 31, 2025, the minimum obligation that we are required to pay under these agreements over the next five years is as follows (in millions):

2026	\$	51.9
2027		25.7
2028		11.5
2029		2.1
2030		1.3
Thereafter		7.6
Total minimum obligations	\$	<u>100.1</u>

Other Contingent Contractual Obligations

During our normal course of business, we have made certain indemnities, commitments and guarantees under which we may be required to make payments in relation to certain transactions. These include (i) intellectual property indemnities to our customers and licensees in connection with the use, sale and/or license of our product or trademarks, (ii) indemnities to various lessors in connection with facility leases for certain claims arising from such facilities or leases, (iii) indemnities to vendors and service providers pertaining to the goods and services provided to us or based on our negligence or willful misconduct and (iv) indemnities involving the accuracy of representations and warranties in certain contracts. In addition, we have consulting agreements that provide for payment of nominal fees upon the issuance of patents and/or the commercialization of research results. We have also issued guarantees in the form of standby letters of credit of \$1.1 million as of December 31, 2025.

We have also made certain indemnities under which we may be required to make payments in relation to divestitures of the Topgolf and Jack Wolfskin businesses. These include indemnities against (i) damages arising from certain ongoing litigation matters, (ii) certain exempted claims and (iii) certain pre-closing tax and other liabilities.

The duration of these indemnities, commitments and guarantees varies, and in certain cases, may be indefinite. The majority of these indemnities, commitments and guarantees do not provide for any limitation on the maximum amount of future payments we could be obligated to make. Historically, costs incurred to settle claims related to indemnities have not been material to our financial position, results of operations or cash flows. In addition, we believe the likelihood is remote that payments under the commitments and guarantees described above will have a material effect on our consolidated financial statements. Except as otherwise included in Note 4, Note 6, and Note 13 to these consolidated financial statements, the fair value of indemnities, commitments and guarantees that we issued during the year ended and as of December 31, 2025 was not material to our financial position, results of operations or cash flows.

Note 14. Capital Stock

Common Stock and Preferred Stock

Holders of our common stock are entitled to one vote for each share of common stock on all matters submitted to a vote of our shareholders.

Holders of our preferred stock are not entitled to any voting rights on matters submitted to a vote of our shareholders. Of the authorized shares of our preferred stock, 0.2 million shares are designated as Series A Junior Participating Preferred Stock. Holders of our Series A Junior Participating preferred stock are entitled to 1,000 votes on all matters submitted to a vote of our shareholders. The holders of Series A Junior Participating Preferred Stock and the holders of common stock generally vote together as one class on all matters submitted to a vote of our shareholders. To date, no Series A Junior Participation preferred stock has been issued, therefore there are currently no preferences for the preferred stock.

Treasury Stock and Stock Repurchases

On May 26, 2022, we announced that our Board of Directors authorized a \$100.0 million share repurchase program (the “2022 Repurchase Program”) under which we were authorized to repurchase shares of our common stock in the open market or in private transactions, subject to our assessment of market conditions, buying opportunities, and compliance with Rule 10b-18 under the Securities Exchange Act of 1934, as well as the terms of our credit facilities. The 2022 Repurchase Program did not require us to acquire a specific number of shares and was to remain in effect until completed or terminated by the Board of Directors. In January 2026, we announced that our Board authorized a new \$200.0 million share repurchase program (the “2025 Repurchase Program”), which replaced the 2022 Repurchase Program and authorizes repurchases on the same terms. The 2025 Repurchase Program will remain in effect until completed or terminated by the Board. During the year ended December 31, 2025, we did not repurchase any shares of our common stock under either repurchase program. Repurchases made under our repurchase programs are made in accordance with the terms and conditions of our 2023 ABL Credit Facility and other long term debt, which limit the amount of stock that can be repurchased.

In addition to the aforementioned repurchase programs, we treat shares withheld for tax purposes on behalf of our employees in connection with the vesting and settlement of employee RSUs and PRSUs as common stock repurchases because they reduce the number of shares that would have been issued to the employee upon vesting. These withheld shares of common stock are not considered to be repurchases under the share repurchase program. During the years ended December 31, 2025, 2024 and 2023 we withheld 0.5 million, 0.9 million, and 0.4 million shares of our common stock, respectively, to satisfy employee payroll tax withholding obligations of \$3.6 million, \$13.1 million, and \$9.3 million, respectively, related to the vesting and settlement of restricted stock unit and performance share unit awards.

Repurchases of shares of our own common stock are recorded at cost and are a reduction of shareholders’ equity.

Note 15. Stock Plans and Share-Based Compensation

Equity Compensation Plans

As of December 31, 2025, we had one shareholder approved stock plan under which shares were available for equity-based awards; the Amended and Restated 2022 Incentive Plan (the “2022 Incentive Plan”). As of the effective date of the 2022 Incentive Plan, we ceased granting awards under our other shareholder-approved stock plans. Awards outstanding under such plans as of that date remained outstanding in accordance with their terms, and any shares remaining available for future issuance under those plans were canceled.

The 2022 Incentive Plan permits the granting of stock options, stock appreciation rights, restricted stock awards, restricted stock units, performance share units and other equity-based awards to our officers, employees, consultants, eligible directors serving on our Board of Directors and certain other non-employees who provide services to us. All grants under the 2022 Incentive Plan are discretionary. Directors may receive a one-time grant upon their initial appointment to our Board of Directors and may receive an annual grant thereafter upon being re-elected at each annual meeting of shareholders. The maximum number of shares issuable over the term of the 2022 Incentive Plan is approximately 33.4 million shares, which includes shares underlying awards under the Company’s Amended and Restated 2004 Incentive Plan that lapsed, expired, terminated or were canceled.

The following table presents shares authorized, available for future grant and outstanding under each of our plans as of December 31, 2025 (in millions):

	Authorized	Available ⁽¹⁾	Outstanding
2022 Incentive Plan	33.4	16.4	5.8
Topgolf Equity Compensation Plans and Option Agreement	2.7	—	0.5
Total	36.1	16.4	6.3

⁽¹⁾ Includes shares subject to a full award value under the 2022 Incentive Plan's fungible share ratio. PRSUs are counted against the share reserve based on "maximum" level of performance and may vest up to 200% of the "target" number of units, depending on the year granted and the terms of such awards.

Stock Options

The following table summarizes our stock option activities for the year ended December 31, 2025 (in millions, except per share amounts and contractual term):

Options	Number of Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 1, 2025	0.6	\$ 29.44		
Exercised ⁽¹⁾	—	\$ 9.37		
Expired	(0.1)	\$ 20.48		
Outstanding at December 31, 2025	0.5	\$ 30.82	2.4	\$ —
Vested and expected to vest in the future at December 31, 2025	0.5	\$ 30.82	2.4	\$ —
Exercisable at December 31, 2025	0.5	\$ 30.82	2.4	\$ —

⁽¹⁾ A nominal number of stock options were exercised during the year ended December 31, 2025.

There were no stock options granted in 2025, 2024 or 2023, and as of December 31, 2025, there was no unamortized compensation expense related to stock options granted to employees under our share-based payment plans. The range of option prices for options which were exercisable as of December 31, 2025 was \$21.08 to \$35.14.

The following table summarizes information related to intrinsic value and cash received related to option exercises for the periods presented below (in millions):

	Year Ended December 31,		
	2025	2024	2023
Intrinsic value for options exercised ⁽¹⁾	\$ —	\$ —	\$ 1.7
Cash received from exercise of options ⁽¹⁾	\$ 0.1	\$ 0.1	\$ 4.2

⁽¹⁾ Intrinsic value and cash received related to option exercises were nominal during the years ended December 31, 2025 and 2024.

RSUs, RSAs, and PRSUs

The following table represents activity for restricted stock units, restricted stock awards, and performance-based awards for the year ended December 31, 2025 (in millions, except fair value amounts):

	RSUs		RSAs		PRSUs	
	Units	Weighted-Average Grant-Date Fair Value	Units	Weighted-Average Grant-Date Fair Value	Units	Weighted-Average Grant-Date Fair Value
Unvested at January 1, 2025	1.7	\$ 16.81	—	\$ —	2.3	\$ 27.85
Granted	2.9	\$ 6.86	—	\$ —	1.7	\$ 8.57
Vested	(0.9)	\$ 17.14	—	\$ —	(0.5)	\$ 29.52
Forfeited	(0.5)	\$ 9.52	—	\$ —	(0.9)	\$ 23.85
Unvested at December 31, 2025	3.2	\$ 8.88	—	\$ —	2.6	\$ 16.20

The following table summarizes fair value of awards vested and the weighted-average grant date fair value per share of awards granted during the periods presented below (in millions, except for per share amounts):

	Years Ended December 31,		
	2025	2024	2023
RSUs:			
Total fair value of RSUs vested	\$ 14.8	\$ 19.1	\$ 17.3
Per share weighted-average grant date fair value of RSU grants	\$ 6.86	\$ 13.25	\$ 22.78
RSAs:			
Total fair value of RSAs vested	\$ —	\$ 0.5	\$ 1.3
Per share weighted-average grant date fair value of RSA grants ⁽¹⁾	\$ —	\$ —	\$ 19.60
PRSUs:			
Total fair value of PRSUs vested	\$ 13.7	\$ 40.8	\$ 7.8
Per share weighted-average grant date fair value of PRSU grants	\$ 8.57	\$ 19.01	\$ 36.58

⁽¹⁾ There were no RSAs granted during the years ended December 31, 2025 and 2024.

The following table summarizes the unamortized compensation expense, net of estimated forfeitures, of awards granted under our share-based plans as of December 31, 2025, as well as their related weighted-average remaining recognition period (in millions, except for periods):

	December 31, 2025
RSUs:	
Unamortized compensation expense for RSUs	\$ 15.8
Weighted-average remaining recognition period (in years)	1.8
PRSUs:	
Unamortized compensation expense for PRSUs	\$ 13.4
Weighted-average remaining recognition period (in years)	1.6

Share-based compensation expense

The table below summarizes amounts recognized for share-based compensation by award-type, net of estimated forfeitures, in our consolidated statement of operations for the periods presented (in millions):

	Years Ended December 31,		
	2025	2024	2023
Restricted stock units	\$ 10.2	\$ 9.8	\$ 11.8
Performance based restricted share unit awards	13.6	17.8	21.5
Total share-based compensation expense, before tax	23.8	27.6	33.3
Income tax benefit	(5.7)	(6.6)	(8.0)
Total share-based compensation expense, after tax	\$ 18.1	\$ 21.0	\$ 25.3

The table below summarizes amounts recognized for share-based compensation, net of estimated forfeitures, in our consolidated statement of operations for the periods presented (in millions):

	Years Ended December 31,		
	2025	2024	2023
Cost of sales	\$ 1.6	\$ 1.6	\$ 2.4
Selling, general and administrative expenses	21.8	25.5	30.7
Research and development expenses	0.4	0.5	0.2
Share-based compensation expense, before tax	23.8	27.6	33.3
Income tax benefit	(5.7)	(6.6)	(8.0)
Share-based compensation expense, after tax	\$ 18.1	\$ 21.0	\$ 25.3

Note 16. Employee Benefit Plans

We have one voluntary deferred compensation plan under Section 401(k) of the Internal Revenue Code (the “Callaway Golf Company 401(k) Plan”) for employees who satisfy the age and service requirements.

Callaway Golf Company 401(k) Plan

Under the Callaway Golf Company 401(k) Plan, each participant may elect to contribute up to 75% of annual compensation, up to the maximum allowable limit permitted by the IRS. Under the plan, the Company contributes an amount equal to 50% of the participant’s contributions, up to 6% of the participant’s eligible annual compensation, for a maximum annual employer matching contribution of 3%. The portion of the participant’s account attributable to elective deferral contributions and rollover contributions made by the participant are 100% vested upon contribution and are not able to be forfeited. Employer contributions vest at a rate of 50% per year, and are fully vested after two years of service. During the years ended December 31, 2025, 2024 and 2023, our matching contributions under the plan were \$5.9 million, \$5.4 million and \$4.8 million, respectively.

Note 17. Fair Value of Financial Instruments

Fair Value Measurements

We measure our financial assets and liabilities at fair value on a recurring basis using a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Authoritative guidance establishes three levels of the fair value hierarchy as follows:

Level 1: Quoted market prices in active markets for identical assets or liabilities;

Level 2: Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which significant inputs and significant value drivers are observable in active markets; and

Level 3: Fair value measurements derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The carrying amounts of cash and cash equivalents, money market funds, accounts receivables, accounts payable and accrued expenses, revolving credit facilities, and other current liabilities approximate fair value due to their short-term nature, and are therefore categorized within Level 1 of the fair value hierarchy.

Our money market funds accrue dividends, which are reinvested in the funds, and are reflected in their carrying value of the funds. As of December 31, 2025 and December 31, 2024, the carrying value of our money market funds was \$791.7 million and \$304.1 million, respectively, which is included in cash and cash equivalents on our consolidated balance sheets. During years ended December 31, 2025, 2024 and 2023, we recognized \$19.9 million, \$8.7 million and \$3.5 million, respectively, of dividend income on our money market funds. Dividend income is included in other income, net in our consolidated statements of operations.

Hedging instruments are re-measured on a recurring basis using broker quotes, daily market foreign currency rates, and interest rate curves as applicable (see Note 18) and are therefore categorized within Level 2 of the fair value hierarchy.

The following table summarizes the valuation of our foreign currency forward contracts and interest rate hedge agreements (see Note 18) that are measured at fair value on a recurring basis, and are classified within Level 2 of the fair value hierarchy as of the periods presented below (in millions):

	Level 2 Fair Value
December 31, 2025	
Foreign currency forward contracts—asset position	\$ 0.7
Foreign currency forward contracts—liability position	(0.8)
Total	\$ (0.1)
December 31, 2024	
Foreign currency forward contracts—asset position	\$ 5.7
Foreign currency forward contracts—liability position	(1.0)
Interest rate hedge agreements—asset position	7.8
Total	\$ 12.5

There were no transfers of financial instruments between the levels of the fair value hierarchy during the years ended December 31, 2025 and 2024.

Disclosures about the Fair Value of Financial Instruments

The table below presents information about the fair value of our financial liabilities whose value were derived using Level 2 inputs of the fair value hierarchy, and is provided for comparative purposes only, relative to the carrying values of our financial instruments recognized in the consolidated balance sheets for the periods presented below (in millions):

	December 31, 2025		December 31, 2024	
	Carrying Value	Fair Value	Carrying Value	Fair Value
2025 Japan ABL Credit Facility	\$ 44.7	\$ 44.7	\$ —	\$ —
2022 Japan ABL Credit Facility	\$ —	\$ —	\$ 25.4	\$ 25.4
2023 Term Loan B	\$ 1,165.6	\$ 1,170.7	\$ 1,178.1	\$ 1,175.2
Convertible Notes	\$ 258.3	\$ 257.8	\$ 258.3	\$ 250.1
Equipment Notes	\$ 6.5	\$ 6.2	\$ 11.7	\$ 10.7

Non-recurring Fair Value Measurements

We measure certain assets at fair value on a non-recurring basis at least annually or more frequently if it is determined that impairment indicators are present. These assets include long-lived assets, goodwill, non-amortizing intangible assets and investments, which are written down to fair value when they are classified as discontinued operations or determined to be impaired. Any impairment charges related to the Topgolf and Jack Wolfskin businesses have been reclassified to discontinued operations, net of tax on the consolidated statement of operations for all periods presented (see Note 4).

During the year ended December 31, 2025, we recognized \$2.1 million of impairment charges as a result of an assessment of retail locations of our TravisMathew business. During this assessment, we determined that certain operating ROU and fixed assets related to certain retail stores may not be fully recoverable based on the estimated cash flows for these stores over the remaining lease terms and asset lives, and the impairment losses were recognized within selling, general and administrative expense within our consolidated statement of operations related to the reduction of the carrying values of these assets to their fair values, which are categorized within Level 3 of the fair value hierarchy.

Note 18. Derivatives and Hedging

The following table summarizes the fair value of our derivative instruments as well as the location of the asset and/or liability on the consolidated balance sheets as of the periods presented below (in millions):

		Fair Value of Asset Derivatives	
		December 31,	
		2025	2024
	Balance Sheet Location		
Derivatives designated as cash flow hedging instruments:			
Foreign currency forward contracts	Other current assets	\$ 0.4	\$ 0.1
Interest rate swap contracts	Other current assets	—	3.0
Interest rate swap contracts	Other assets, net	—	4.8
Total		<u>\$ 0.4</u>	<u>\$ 7.9</u>
Derivatives not designated as hedging instruments:			
Foreign currency forward contracts	Other current assets	0.3	5.6
Total asset position		<u>\$ 0.7</u>	<u>\$ 13.5</u>
		Fair Value of Liability Derivatives	
		December 31,	
		2025	2024
	Balance Sheet Location		
Derivatives designated as cash flow hedging instruments:			
Foreign currency forward contracts	Accounts payable and accrued expenses	\$ 0.4	\$ 0.8
Derivatives not designated as hedging instruments:			
Foreign currency forward contracts	Accounts payable and accrued expenses	0.4	0.2
Total liability position		<u>\$ 0.8</u>	<u>\$ 1.0</u>

Our derivative instruments are subject to a master netting agreement with each respective counterparty bank and are therefore net settled at their respective maturity date. Although we have the legal right of offset under the master netting agreements, we have elected to present these contracts on a gross basis on the accompanying consolidated balance sheets as of December 31, 2025 and 2024. Gains and losses related to our derivative instruments are presented as an adjustment to reconcile net income to net cash provided by or used in operating activities in the consolidated statements of cash flows.

Cash Flow Hedging Instruments

Foreign Currency Forward Contracts

As of December 31, 2025, there were no notional amounts on our foreign currency forward contracts designated as cash flow hedging instruments. As of December 31, 2024, the notional amounts of our foreign currency forward contracts designated as cash flow hedging instruments was a short position of approximately \$9.4 million.

Interest Rate Swap Contracts

We used interest rate swaps in order to mitigate the risk of changes in interest rates associated with our variable-rate long term debt.

In April 2023, we entered into interest rate swaps designated as cash flow hedges in order to mitigate the risk of interest rate fluctuations associated with our 2023 Term Loan B as well as any of our other variable rate debt. Over the life of the 2023 Term Loan B, we were to receive variable interest payments from the counterparty lenders in exchange for fixed interest rate payments, which were made at a weighted-average rate of 3.36% across our interest rate swap contracts without exchange of the underlying notional amount. During the fourth quarter of 2025, we closed out our interest rate swaps in connection with an amendment to the 2023 Term Loan B (see Note 7) resulting in no underlying notional amounts as of December 31, 2025. As of December 31, 2024, our underlying notional amounts on interest rate swaps was \$400.0 million.

The following tables summarize the net effect of all cash flow hedges on the consolidated financial statements for the periods presented (in millions):

Derivatives designated as cash flow hedging instruments		Gain (Loss) Recognized in Other Comprehensive Income		
		Year Ended December 31,		
		2025	2024	2023
Foreign currency forward contracts		\$ (5.1)	\$ 4.9	\$ 8.6
Interest rate swap contracts		(4.9)	12.6	6.9
Total		\$ (10.0)	\$ 17.5	\$ 15.5

Derivatives designated as cash flow hedging instruments		Gain (Loss) Reclassified from Other Comprehensive Income into Earnings		
		Year Ended December 31,		
		2025	2024	2023
Foreign currency forward contracts	Cost of sales	\$ (5.2)	\$ 5.9	\$ 5.9
Interest rate swap contracts	Interest expense	3.1	10.3	8.2
Total		\$ (2.1)	\$ 16.2	\$ 14.1

For the year ended December 31, 2025, \$2.3 million of net gains related to the amortization of forward points were released from other comprehensive income and recognized in cost of sales. Based on the current valuation, we expect to reclassify net losses of \$0.5 million related to foreign currency forward contracts from accumulated other comprehensive income into earnings during the next 12 months.

Based on forecasted transactions as of December 31, 2025, we do not expect to reclassify a net gain related to the interest rate swap contracts from accumulated other comprehensive loss into earnings during the next 12 months.

Foreign Currency Forward Contracts Not Designated as Hedging Instruments

We use foreign currency forward contracts that are not designated as qualifying cash flow hedging instruments to mitigate our exposure to fluctuations in foreign currency exchange rates due to the remeasurement of certain balance sheet payables and receivables denominated in foreign currencies, as well as gains and losses resulting from the translation of the operating results of our international subsidiaries into U.S. dollars for financial reporting purposes. These contracts generally mature within 12 months from inception. As of December 31, 2025, 2024 and 2023, the notional amounts of our foreign currency forward contracts used to mitigate the exposures discussed above were approximately \$88.4 million, \$203.0 million, and \$209.4 million, respectively. We estimate the fair values of foreign currency forward contracts based on pricing models using current market rates, and record all derivatives on our consolidated balance sheet at fair value, with changes in fair value recorded in our consolidated statements of operations. Foreign currency forward contracts are classified under Level 2 of the fair value hierarchy (see Note 17).

The following table summarizes the location of net gains and losses for each type of our derivative contracts recognized in the consolidated statements of operations for the periods presented (in millions):

Derivatives not designated as hedging instruments		Amount of Net Gain Recognized in Income on Derivative Instruments		
		Years Ended December 31,		
		2025	2024	2023
Foreign currency forward contracts	Other income, net	\$ (18.5)	\$ 31.9	\$ 19.6

During the years ended December 31, 2025, 2024 and 2023, we recognized net foreign currency transactional gains of \$17.5 million, losses of \$19.4 million and losses of \$8.2 million, respectively, in our consolidated statements of operations.

Note 19. Accumulated Other Comprehensive Loss

The following table details the amounts reclassified from accumulated other comprehensive loss and foreign currency translation adjustments for the periods presented below (in millions):

	Derivative Instruments	Foreign Currency Translation	Total
Accumulated other comprehensive loss, January 1, 2023, after tax	\$ 4.9	\$ (66.4)	\$ (61.5)
Change in derivative instruments	15.5	—	15.5
Net gains reclassified to cost products	(5.9)	—	(5.9)
Net gains reclassified to interest expense	(8.2)	—	(8.2)
Income tax impact on derivative instruments	(0.2)	—	(0.2)
Foreign currency translation adjustments	—	12.8	12.8
Accumulated other comprehensive loss, December 31, 2023, after tax	\$ 6.1	\$ (53.6)	\$ (47.5)
Change in derivative instruments	17.5	—	17.5
Net gains reclassified to cost products	(5.9)	—	(5.9)
Net gains reclassified to interest expense	(10.3)	—	(10.3)
Income tax impact on derivative instruments	(0.4)	—	(0.4)
Cumulative foreign currency translation adjustments reclassified into other income upon dissolution of foreign subsidiary	—	3.4	3.4
Foreign currency translation adjustments	—	(32.8)	(32.8)
Accumulated other comprehensive loss, December 31, 2024, after tax	\$ 7.0	\$ (83.0)	\$ (76.0)
Change in derivative instruments	(10.0)	—	(10.0)
Net gains reclassified to cost products	5.3	—	5.3
Net gains reclassified to interest expense	(3.1)	—	(3.1)
Income tax impact on derivative instruments	1.8	—	1.8
Cumulative foreign currency translation adjustments reclassified into other income upon dissolution of foreign subsidiary	—	13.8	13.8
Foreign currency translation adjustments	—	40.6	40.6
Accumulated other comprehensive loss, December 31, 2025, after tax	<u>\$ 1.0</u>	<u>\$ (28.6)</u>	<u>\$ (27.6)</u>

Note 20. Segment Information

Our operating segments are based on how the Chief Executive Officer as the designated Chief Operating Decision Maker (“CODM”) makes decisions about assessing performance and allocating resources. The CODM primarily evaluates segment performance using segment operating income (loss), which is calculated by taking total segment revenues less segment operating expenses. Segment operating expenses include operating expenses directly attributable to the segment as well as certain shared corporate administration services and other costs which are allocated to the reportable segments. Segment operating expenses exclude certain non-recurring items and other costs, such as interest expense, interest income and taxes. Our CODM evaluates the profitability of each reportable segment based on segment operating income (loss) because it provides insight to operational leverage and other key operational metrics for each segment. Segment operating income (loss) is also used in the annual budget and forecasting process, and budget-to-actual and forecast-to-actual variances are considered when determining the appropriate allocation of company resources to each of our segments. The CODM does not evaluate a measure of assets when assessing segment performance.

We have two operating and reportable segments:

- Golf Equipment, which is comprised of product sales and expenses that encompass golf club and golf ball products, including Callaway Golf-branded woods, hybrids, irons, wedges, Odyssey putters, packaged sets, Callaway Golf-branded golf balls and sales of pre-owned golf clubs; and
- Apparel, Gear and Other, which is comprised of product sales and expenses for the TravisMathew golf and lifestyle apparel and accessories business, the Callaway soft goods business and the OGIO business, which consists of golf apparel and accessories (including golf bags), and storage gear for sport and personal use. This segment also includes royalties from licensing of our trademarks and service marks for various soft goods products.

Operating segment and business results for Topgolf and Jack Wolfskin through the date of the sale are included within discontinued operations. See Note 4 for further information.

There were no significant intersegment transactions during the years ended December 31, 2025, 2024, or 2023.

The following table contains information utilized by the CODM to evaluate our operating segments for the periods presented (in millions).

	Years Ended December 31,		
	2025	2024	2023
Golf Equipment:			
Net sales	\$ 1,375.1	\$ 1,382.7	\$ 1,388.0
Less: Cost of sales	828.3	833.9	828.6
Gross profit	546.8	548.8	559.4
Less: Selling, general and administrative expense	323.6	313.9	316.6
Less: Research and development expense	53.1	51.2	49.4
Income before income taxes	\$ 170.1	\$ 183.7	\$ 193.4
Apparel, Gear and Other:			
Net sales	\$ 685.0	\$ 695.0	\$ 744.7
Less: Cost of sales	361.8	353.9	375.8
Gross profit	323.2	341.1	368.9
Less: Selling, general and administrative expense	223.2	228.8	221.8
Less: Research and development expense	12.2	12.8	12.3
Income before income taxes	\$ 87.8	\$ 99.5	\$ 134.8
Segment income from continuing operations	257.9	283.2	328.2
Reconciling items:			
Non-recurring expenses ⁽¹⁾	(6.0)	(8.4)	(14.4)
Corporate costs and expenses ⁽²⁾	(123.8)	(121.9)	(119.7)
Total Reconciling items:	(129.8)	(130.3)	(134.1)
Total operating income	128.1	152.9	194.1
Interest expense, net	(60.6)	(63.0)	(70.7)
Other income, net	20.1	21.6	6.1
Total income from continuing operations before income taxes	\$ 87.6	\$ 111.5	\$ 129.5

⁽¹⁾ Includes non-cash amortization of acquired intangible assets and non-recurring expenses primarily consisting of restructuring and reorganization charges, other non-recurring losses and costs associated debt modifications, the integration of new IT systems stemming from acquisitions, and non-recurring costs related to a cybersecurity incident.

⁽²⁾ Corporate costs and expenses include corporate general and administrative expenses not utilized by management in determining segment profitability. Corporate costs and expenses also includes adjustments for discontinued operations related to indirect costs that were previously allocated to the segment.

	Years Ended December 31,		
	2025	2024	2023
Depreciation and amortization:			
Golf Equipment	\$ 26.5	\$ 25.4	\$ 25.9
Apparel, Gear and Other	19.9	19.1	19.8
Total depreciation and amortization	\$ 46.4	\$ 44.5	\$ 45.7

We market our products in the United States and internationally, with our principal international markets being Asia and Europe. The tables below contain information about the geographical areas in which we operate. Net sales are attributed to the location to which the product was shipped. Long-lived assets are based on location of domicile.

		Years Ended December 31,		
		2025	2024	2023
Net Sales:				
United States	\$	1,363.3	\$ 1,381.1	\$ 1,395.7
Europe		203.8	182.1	173.4
Asia		363.1	379.1	436.6
Rest of World		129.9	135.4	127.0
Total Net Sales	\$	2,060.1	\$ 2,077.7	\$ 2,132.7

		December 31, 2025	December 31, 2024
Long-Lived Assets			
United States	\$	136.4	\$ 156.7
Europe		4.2	3.0
Asia		12.9	11.0
Rest of World		6.0	5.2
Total Long-Lived Assets	\$	159.5	\$ 175.9

Note 21. Restructuring

Our restructuring costs primarily consist of severance and termination benefits, asset disposals, write-offs and impairments and other exit and disposal costs. Severance costs generally include severance payments, outplacement services, health insurance coverage and legal costs. Separation costs primarily consist of consulting and legal costs incurred in connection with the sale of our Topgolf and Jack Wolfskin businesses.

Restructuring Costs

2023 Restructuring Plan

During 2023, we initiated a reorganization and restructuring plan in order to improve the organizational structure and increase operational efficiencies for certain businesses and functions within our Apparel, Gear and Other operating segment (the “2023 Restructuring Plan”). The 2023 Restructuring Plan was completed in December 2024. Under the 2023 Restructuring Plan, we incurred \$0.9 million in costs, which were incurred in our Apparel, Gear and Other segment and paid in full prior to December 31, 2024.

Transformation Plan

In connection with the September 2024 announcement of our intended separation of the Topgolf business, we initiated a plan which is intended to optimize organizational efficiencies and decrease operating costs under the separate business structures that are anticipated after the separation (the “Transformation Plan”). For the twelve months ended months ended December 31, 2025, costs incurred under the Transformation Plan were primarily related to employee termination and severance costs and the disposal of property, plant and equipment. We expect to incur up to \$10.0 million in costs related to the Transformation Plan, which we expect to be substantially complete by the end of 2026.

The following table summarizes continuing operations costs related to the Transformation Plan recognized within selling, general and administrative expenses in the consolidated statement of operations for the periods presented below (in millions):

	Years Ended December 31,	
	2025	2024
Employee termination & severance	\$ 3.0	\$ 0.7
PP&E and lease disposal costs	0.3	—
Legal & other	0.1	0.2
Total restructuring	\$ 3.4	\$ 0.9

The following table summarizes the continuing operations restructuring liability that is included in accounts payable and accrued expenses, accrued employee compensation and benefits, and other current liabilities on the consolidated balance sheets as of the periods presented below (in millions):

	Employee termination costs	PP&E disposals	Legal & other costs	Total
Balance at December 31, 2024	\$ 0.1	\$ —	\$ 0.1	\$ 0.2
Additions	3.0	0.3	0.1	3.4
Payments	(2.9)	—	(0.2)	(3.1)
Non-Cash adjustments	—	(0.3)	—	(0.3)
Balance at December 31, 2025	\$ 0.2	\$ —	\$ —	\$ 0.2

Note 22. Summarized Quarterly Data (Unaudited)

We have revised previously reported quarterly financial information for the fiscal years ended December 31, 2025 and 2024 to reflect the results of our sold business lines as discontinued operations for all periods presented (see Note 4):

	Quarter Ended				
	March 31,	June 30,	September 30,	December 31,	Total
<i>(in millions, except per share data)</i>					
2025					
Net sales	\$ 629.6	\$ 600.4	\$ 462.6	\$ 367.5	\$ 2,060.1
Income (loss) from continuing operations	\$ 103.1	\$ 74.3	\$ 4.8	\$ (54.1)	\$ 128.1
Loss from discontinued operations, net of tax	\$ (61.3)	\$ (25.2)	\$ (10.6)	\$ (351.0)	\$ (448.1)
Net income (loss)	\$ 2.1	\$ 20.3	\$ (14.7)	\$ (417.0)	\$ (409.3)
Basic earnings (loss) per common share:					
Continuing operations	\$ 0.35	\$ 0.25	\$ (0.02)	\$ (0.36)	\$ 0.21
Discontinued operations	\$ (0.33)	\$ (0.14)	\$ (0.06)	\$ (1.91)	\$ (2.44)
Net earnings (loss)	\$ 0.01	\$ 0.11	\$ (0.08)	\$ (2.27)	\$ (2.23)
Diluted earnings (loss) per common share:					
Continuing operations	\$ 0.33	\$ 0.24	\$ (0.02)	\$ (0.36)	\$ 0.21
Discontinued operations	\$ (0.30)	\$ (0.12)	\$ (0.06)	\$ (1.91)	\$ (2.41)
Net earnings (loss)	\$ 0.02	\$ 0.11	\$ (0.08)	\$ (2.27)	\$ (2.20)

	Quarter Ended				
	March 31,	June 30,	September 30,	December 31,	Total
<i>(in millions, except per share data)</i>					
2024					
Net sales	\$ 639.7	\$ 614.3	\$ 452.3	\$ 371.4	\$ 2,077.7
Income (loss) from continuing operations	\$ 78.8	\$ 86.7	\$ 12.0	\$ (24.6)	\$ 152.9
Loss from discontinued operations, net of tax	\$ (50.4)	\$ (37.3)	\$ (34.6)	\$ (1,418.8)	\$ (1,541.1)
Net income (loss)	\$ 6.5	\$ 62.1	\$ (3.6)	\$ (1,512.7)	\$ (1,447.7)
Basic earnings (loss) per common share:					
Continuing operations	\$ 0.31	\$ 0.54	\$ 0.17	\$ (0.51)	\$ 0.51
Discontinued operations	\$ (0.27)	\$ (0.20)	\$ (0.19)	\$ (7.72)	\$ (8.39)
Net earnings	\$ 0.04	\$ 0.34	\$ (0.02)	\$ (8.23)	\$ (7.88)
Diluted earnings (loss) per common share:					
Continuing operations	\$ 0.29	\$ 0.51	\$ 0.16	\$ (0.51)	\$ 0.50
Discontinued operations	\$ (0.25)	\$ (0.18)	\$ (0.17)	\$ (7.72)	\$ (7.73)
Net earnings (loss)	\$ 0.04	\$ 0.32	\$ (0.01)	\$ (8.23)	\$ (7.23)

**DESCRIPTION OF REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT
OF 1934**

Callaway Golf Company (“we,” “us,” “our” or the “Company”) has one class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended: our common stock.

Description of Common Stock

The following summary of the terms of our common stock is based upon our certificate of incorporation and bylaws. The summary is not meant to be complete and is qualified in its entirety by reference to our certificate of incorporation and bylaws, copies of which are filed as exhibits to this Annual Report on Form 10-K and are incorporated by reference herein. We encourage you to read our certificate of incorporation, our bylaws and the applicable provisions of the Delaware General Corporation Law for additional information.

General

As of December 31, 2025, our authorized capital stock consisted of 360,000,000 shares of common stock, \$0.01 par value, and 3,000,000 shares of preferred stock, \$0.01 par value. Of the preferred stock, 240,000 shares are designated Series A Junior Participating Preferred Stock (“Series A Preferred”). The remaining shares of preferred stock are undesignated as to series, rights, preferences, privileges or restrictions. Our certificate of incorporation does not authorize any other classes of capital stock.

Voting Rights

We have one existing class of common stock. Holders of shares of our existing common stock are entitled to one vote per share on all matters to be voted upon by our stockholders. Although no shares of Series A Preferred stock have been issued, if such shares were issued, each share of Series A Preferred would entitle the holder thereof to 1,000 votes on all matters to be voted upon by our stockholders. The holders of any shares of Series A Preferred and the holders of our common stock generally vote together as one class on all matters to be voted upon by our stockholders.

Dividends

The holders of shares of our existing common stock are entitled to receive ratably dividends as may be declared from time to time by our board of directors out of funds legally available for dividend payments, subject to any dividend preferences of any holders of any other series of common stock and preferred stock.

Liquidation

In the event of our liquidation, dissolution or winding up, after full payment of all debts and other liabilities and liquidation preferences of any other series of common stock and any preferred stock, the holders of shares of our existing common stock are entitled to share ratably in all remaining assets.

Rights and Preferences

Our existing common stock has no preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions applicable to the shares of our existing common stock.

Fully Paid and Nonassessable

All issued and outstanding shares of common stock are fully paid and nonassessable.

Listing

Our common stock is listed under the symbol “CALY” on the New York Stock Exchange.

Transfer Agent and Registrar

ComputerShare Trust Company, N.A. is the Transfer Agent and Registrar for our common stock.

Preferred Stock

Our board of directors has the authority, without stockholder approval, to issue up to 3,000,000 shares of preferred stock, including 240,000 shares of Series A Preferred, in one or more series and, subject to the Delaware General Corporation Law, may:

- fix or alter the designations, powers and preferences, and relative participating, optional or other rights, if any, of any series of preferred stock, and qualifications, limitations or restrictions thereof, including without limitation, dividend rights (and whether dividends are cumulative);
- fix the conversion rights, if any, and voting rights (including the number of votes, if any, per share, as well as the number of members, if any, of our board of directors or the percentage of members, if any, of our board of directors each class or series of preferred stock may be entitled to elect);
- fix the rights and terms of redemption (including sinking fund provisions, if any), redemption price and liquidation preferences of any wholly unissued series of preferred stock;
- fix the number of shares constituting any series; and
- increase (but not above the total number of authorized shares of the class) or decrease (but not below the total number of such series then outstanding) the number of shares of any series of preferred stock subsequent to the issuance of shares of such series.

Our board of directors has no power to alter the rights of any outstanding shares of our preferred stock. Our board may issue shares of preferred stock with voting and conversion rights that could negatively affect the voting power or other rights of our common stock, and the board has the ability to take that action without stockholder approval

Possible Anti-Takeover Effects of Delaware Law and Relevant Provisions of Our Certificate of Incorporation and Bylaws

Provisions of Delaware law and our certificate of incorporation and bylaws may make more difficult the acquisition of the Company by tender offer, a proxy contest or otherwise or the removal of our officers and directors. For example:

- As discussed above, our certificate of incorporation permits our board of directors to issue a new series of preferred stock with terms that may make an acquisition by a third person more difficult or less attractive.
- Our bylaws provide time limitations on stockholders who desire to present nominations for election to our board of directors or propose matters that can be acted upon at stockholders' meetings, and require the stockholder to provide additional information about the stockholder (including such stockholder's ownership of the Company's securities) and any relationships and interests in material agreements such stockholder has with or involving our company, and additional information about the candidate the stockholder proposes for election to our board of directors.
- Our bylaws provide that special meetings of stockholders can be called only by (i) the chairman of the board or the president, (ii) the board of directors, pursuant to a resolution approved by a majority of the entire board of directors or (iii) the secretary following his or her receipt of one or more written demands from stockholders of record who hold, in the aggregate, at least twenty-five percent of the voting power of the Company's outstanding shares, as of a record date fixed in accordance with the bylaws, subject to certain other requirements set forth in the bylaws. Our bylaws further provide that the board of directors may postpone, recess, reschedule or cancel any previously scheduled special meeting of stockholders.
- Our certificate of incorporation and bylaws permit shareholders to act by written consent, but such consent must be unanimous in the case of election of directors.

Limitation of Liability; Indemnification

Our certificate of incorporation contains certain provisions permitted under the Delaware General Corporation Law relating to the liability of directors. These provisions eliminate a director's personal liability for monetary damages resulting from a breach of fiduciary duty to the fullest extent permitted by the Delaware General Corporation Law. Our bylaws also provide that we must indemnify our directors and officers to the fullest extent permitted by Delaware law and also provide that we must pay expenses, as incurred, to our directors and officers in connection with a legal proceeding to the fullest extent permitted by Delaware law, subject to very limited exceptions.

CALLAWAY GOLF COMPANY OFFICER EMPLOYMENT AGREEMENT

This Officer Employment Agreement ("Agreement") is entered into as of January 28, 2013 (the "Effective Date") by and between **Callaway Golf Company**, a Delaware corporation, (the "Company") and **Tim Reed** ("Employee").

1. **TERM.** The Company hereby employs Employee and Employee hereby accepts employment pursuant to the terms and provisions of this Agreement for the period commencing January 28, 2013 and terminating on April 30, 2014. On May 1, 2014, and on May 1 each year thereafter, the Agreement shall renew for an additional one year term unless the Company provides notice to the Employee that it is not renewing the Agreement. Upon non-renewal of the Agreement, Employee will become an employee at will unless the Agreement is terminated as provided in Section 7 below. At all times during the term of this Agreement, Employee shall be considered an employee of the Company within the meaning of all federal, state and local laws and regulations, including, but not limited to, laws and regulations governing unemployment insurance, workers' compensation, industrial accident, labor and taxes.

2. **TITLE.** Employee shall serve as Senior Vice President, Product Strategy, of the Company. Employee's duties shall be the usual and customary duties of the offices in which Employee serves. Employee shall report to the Chief Executive Officer or such other person as the Chief Executive Officer shall designate from time to time. The Board of Directors and/or the Chief Executive Officer of the Company may change employee's title, position and/or duties at any time.

3. **SERVICES TO BE EXCLUSIVE.** Employee agrees to devote Employee's full productive time and best efforts to the performance of Employee's duties hereunder pursuant to the supervision and direction of the Company's Board of Directors, its Chief Executive Officer or their designee. Employee further agrees, as a condition to the performance by the Company of each and all of its obligations hereunder, that so long as Employee is employed by the Company, Employee will not directly or indirectly render services of any nature to, otherwise become employed by, or otherwise participate or engage in any other business without the Company's prior written consent. Nothing herein contained shall be deemed to preclude Employee from having outside personal investments and involvement with appropriate community or charitable activities, or from devoting a reasonable amount of time to such matters, provided that this shall in no manner interfere with or derogate from Employee's work for the Company.

4. **COMPENSATION.**

(a) **Base Salary.** In accordance with the Company's usual review and pay practices, the Company agrees to pay Employee a base salary of no less than \$330,000.00 per year (prorated for any partial years of employment), payable in equal installments on regularly scheduled Company pay dates. Employee agrees that the Company may increase Employee's base salary without requiring an amendment of this Agreement through the use of a Personnel Action Notice.

(b) **Annual Incentive.** The Company shall provide Employee an opportunity to earn an annual incentive payment based upon participation in the Company's applicable incentive plan as it may or may not exist from time to time. Employee's incentive target percentage is forty percent (40%) of Employee's annual base salary. Any annual incentive payment earned pursuant to an applicable incentive plan shall be payable in the first quarter of the following year.

(c) Long Term Incentive. The Company shall provide Employee an opportunity to participate in the Company's applicable long term incentive program as it may or may not exist from time to time.

5. EXPENSES AND BENEFITS.

(a) Reasonable and Necessary Expenses. In addition to the compensation provided for in Section 4, the Company shall reimburse Employee for all reasonable, customary and necessary expenses incurred in the performance of Employee's duties hereunder. Employee shall first account for such expenses in accordance with the policies and procedures set by the Company from time to time for reimbursement of such expenses. The amount, nature, and extent of such expenses shall always be subject to the control, supervision and direction of the Company and its Chief Executive Officer.

(b) Paid Time Off. Employee shall accrue paid time off in accordance with the terms and conditions of the Company's Paid Time Off Program, as stated in the Company's Employee Handbook, and as may be modified from time to time. Subject to the maximum accrual permitted under the Paid Time Off Program, Employee shall accrue paid time off at the rate of twenty-five (25) days per year. The time off may be taken any time during the year subject to prior approval by the Company. The Company reserves the right to pay Employee for unused, accrued benefits in lieu of providing time off in accordance with the Company's policies with respect to unused Paid Time Off.

(c) Insurance/Death Benefit. During Employee's employment with the Company pursuant to this Agreement, the Company shall provide the following:

(i) Employee may participate in the Company's health insurance and disability insurance plans as the same may be modified from time to time;

(ii) Subject to all applicable laws, and satisfaction of the conditions set forth below, Employee may be eligible for an additional disability benefit if Employee becomes permanently disabled. Permanent Disability shall be defined as Employee's failure to perform or being unable to perform all or substantially all of Employee's duties under this Agreement for a continuous period of six (6) months or more on account of any physical or mental disability, either as mutually agreed to by the parties or as reflected in the opinions of three (3) qualified physicians, one of which has been selected by the Company, one of which has been selected by Employee, and one of which has been selected by the two other physicians jointly. In the event that Employee is declared permanently disabled (the "Permanent Disability Date"), then Employee shall be entitled to (i) any compensation accrued and unpaid as of the Permanent Disability Date; (ii) a cash payment based on the incentive payment Employee would have received in light of the Company's actual performance as measured against the requirements of the annual incentive plan and pro-rated to the date of Employee's Permanent Disability Date; (iii) a lump sum payment equal to six (6) months of Employee's then current base salary at the same rate as in effect on the Permanent Disability Date; (iv) the vesting of all unvested long-term incentive compensation awards (e.g., SARs, stock options, and other long-term equity-based incentive awards) held by Employee that would have vested had Employee continued to perform services pursuant to this Agreement for a period of twelve (12) months from the Permanent Disability Date; (v) subject to Subsection 7(b)(ii) below, the payment of premiums owed for COBRA insurance benefits for a period of twelve (12) months from the Permanent Disability Date; and (vi) no other payments. The payment of the benefits described in (i) and (iii) of this subsection, as well as any vested time-based long-term incentive compensation awards described in (iv) of this subsection, shall be made as soon as administratively practicable following the Permanent Disability Date, but in no event later than seventy (70) days after the Permanent Disability Date; the payment of any benefits described in (ii) of this subsection, as well as any performance-based long-term incentive compensation awards described in (iv) of this subsection, shall be paid after the completion of the relevant performance period and the

evaluation of whether, and the degree to which, the performance criteria have been met. The payment of this benefit shall not eliminate Employee's right to permanent disability insurance benefits if the Employee so qualifies, and shall not eliminate the right of the Company to terminate Employee's employment (e.g., a termination for substantial cause pursuant to Subsection 7(e)) without any further payment pursuant to this Agreement. Employee agrees that the Company shall be entitled to take as an offset against any amounts to be paid pursuant to this subsection any amounts received by Employee pursuant to disability or other insurance or similar income sources provided by the Company; and

(iii) Employee shall receive, if Employee is insurable under usual underwriting standards, term life insurance coverage on Employee's life, payable to whomever Employee directs, in an amount equal to four and two tenths (4.20) times Employee's base salary, not to exceed a maximum of \$1,500,000.00 in coverage, provided that Employee completes the required health statement and application and that Employee's physical condition does not prevent Employee from qualifying for such insurance coverage under reasonable terms and conditions.

(iv) In the event of Employee's death, all outstanding unvested service-based full value long-term incentive awards (e.g., restricted stock units and phantom stock units) held by Employee shall immediately vest.

(d) Retirement. Employee shall be permitted to participate in the Company's 401(k) retirement investment plan pursuant to the terms of such plan, as the same may be modified from time to time, to the extent such plan is offered to other officers of the Company.

(e) Financial Planning, Annual Executive Physical, Golf Expense Reimbursement Program and Other Perquisites. To the extent the Company provides financial, tax and estate planning and related services, annual executive physicals, golf expense reimbursements, or any other perquisites and personal benefits to other officers generally from time to time, such services and perquisites shall be made available to Employee on the same terms and conditions.

(f) Relocation to San Diego County. Employee shall receive a relocation benefits package to assist with the relocation of Employee's family to San Diego County, California, as more fully described in the Relocation Benefits Package provided under separate cover. Employee acknowledges that the relocation package provided herein is a significant benefit and therefore agrees that if he voluntarily terminates his employment within one (1) year of commencing employment with the Company, he shall reimburse the Company for all relocation expenses paid on his behalf pursuant to this Agreement. It is anticipated that Employee will permanently relocate to California within one year of commencing employment with the Company.

6. **TAXES**. Employee acknowledges that Employee is responsible for all taxes, including imputed income taxes related to Employee's compensation and benefits, except for those taxes for which the Company is obligated to pay under applicable law or regulation. Employee agrees that the Company may withhold from Employee's compensation any amounts that the Company is required to withhold under applicable law or regulation.

7. **TERMINATION OF EMPLOYMENT.**

(a) Termination by the Company Without Substantial Cause, or by Employee for Good Reason or Non-Renewal. Employee's employment under this Agreement may be terminated by the Company at any time without substantial cause. Employee's employment under this Agreement may also be terminated by Employee for Good Reason or Non-Renewal. "Good Reason" shall mean a material breach of this Agreement by the Company. "Non-Renewal" shall mean if the Company gives notice of non-renewal of this Agreement, as described in Section 1 above, and offers Employee a new or

amended written employment agreement that is not on substantially the same or better terms as this Agreement. In the event of a termination by the Company Without Substantial Cause, or by Employee for Good Reason or Non-Renewal, Employee shall be entitled to receive (i) any compensation accrued and unpaid as of the date of termination; (ii) a cash payment based on the annual incentive payment Employee would have received in the then-current year in light of the Company's actual performance as measured against the requirements of the annual incentive plan, pro-rated to the date of Employee's termination (the "Pro-Rata Incentive Plan Payment"); and (iii) the vesting of all unvested long-term incentive compensation awards (e.g., SARs, stock options, and other long-term equity-based incentive awards) held by Employee that would have vested had Employee continued to perform services pursuant to this Agreement for a period of twelve (12) months from the date of termination; provided that any unvested long-term incentive compensation awards that are subject to performance-based vesting will vest only if, and to the degree that, the performance goals are satisfied. The payment of the benefits described in (i) of this subsection as well as any vested time-based long-term incentive compensation awards described in (iii) of this subsection shall be made as soon as administratively practicable following the date of termination. The payment of any benefits described in (ii) of this subsection as well as any performance-based long-term incentive compensation awards described in (iii) of this subsection shall be paid after the completion of the relevant performance period and the evaluation of whether, and the degree to which, the performance criteria have been met. In addition to the foregoing and subject to the provisions thereof, Employee shall be eligible to receive Special Severance as described in Subsection 7(b) and Incentive Payments as described in Subsection 7(c).

(i) Conditions on Termination by Employee for Good Reason or Non-Renewal. In the event that Employee seeks to terminate this Agreement for Good Reason or Non-Renewal, the following notice procedures shall apply:

1. Good Reason - Within ninety (90) days of the date Employee knows, or should have known, that Employee is entitled to terminate this Agreement for Good Reason, as defined above, Employee shall notify the Company in writing of the Good Reason and Employee's intent to terminate the Agreement no earlier than thirty (30) days later. Company shall then have thirty (30) days to cure the condition underlying Employee's notice or inform Employee, in writing, of its intent not to do so. If Company fails to cure the condition, or states that it does not intend to attempt to cure the condition underlying Employee's notice, then Employee shall then have the right to terminate for Good Reason no later than ninety (90) days following the expiration of the cure period or the written statement of intent not to cure.

2. Non-Renewal - At least sixty (60) days prior to the expiration of this Agreement, the Company shall notify Employee in writing of Non-Renewal, as defined above. Within thirty (30) days of delivery of the written notice of Non-Renewal, the Company shall provide Employee with a new or amended employment agreement or inform Employee in writing that it does not intend to offer Employee a new employment agreement. Employee shall then have the option, for forty-five (45) days following expiration of the Agreement, to notify the Company, in writing, of Employee's intent to terminate Employee's employment for Non-Renewal.

(b) Special Severance. In the event of a termination pursuant to Subsection 7(a) of this Agreement, Special Severance shall consist of a total amount equal to 0.500 times the sum of Employee's most recent annual base salary and annual target incentive, payable in equal installments on the same pay schedule as in effect at the time of termination over a period of twelve (12) months from the date of termination. Employee shall also be entitled to the payment of premiums owed for COBRA and/or CalCOBRA insurance benefits and the continuation of the financial, tax and estate planning services (on the then-existing terms and conditions) through the period during which Employee is receiving Special Severance. In addition, the Company shall offer to provide, at Company expense, up

to one (1) year of outplacement services through a professional outplacement firm of the Company's choosing.

(i) Conditions on Receiving Special Severance. Notwithstanding anything else to the contrary, it is expressly understood that any obligation of the Company to pay Special Severance pursuant to this Agreement shall be subject to Employee's continued compliance with the terms and conditions of Sections 8 and 11; Employee's continued forbearance from directly, indirectly or in any other way, disparaging the Company, its officers or employees, vendors, customers, products or activities, or otherwise interfering with the Company's press, public and media relations; and Employee's execution, prior to receiving any Special Severance, of an effective release in the form attached hereto as Exhibit B within the time period set forth therein (but in no event later than sixty (60) days after the date of termination of employment). Additionally, none of the Special Severance benefits will be paid or otherwise delivered prior to the effective date of the release, so that amounts otherwise payable prior to the release effective date will accrue and be paid as soon as administratively practicable, except as required by Subsection 7(h) below. Employee agrees that payment of Special Severance pursuant to this subsection shall be in lieu of, and not in addition to, any other payment that Employee might otherwise be entitled to, including, but not limited to, payments under any state or federal Worker Adjustment and Retraining Notification Act, any similar statute, or as provided for under common law.

(ii) Payment in lieu of COBRA. Notwithstanding anything else to the contrary, if the Company determines, in its sole discretion, that the Company cannot provide COBRA premium benefits under this Agreement without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall, in lieu thereof, pay Employee a taxable cash amount, which payment shall be made if Employee has elected health care continuation coverage (the "Health Care Benefit Payment"). If applicable, the Health Care Benefit Payment shall be paid in a single lump sum as soon as administratively practicable following the effective date of the release signed by Employee, but in no event later than seventy (70) days after the date of termination of employment or the Permanent Disability Date, as applicable. The Health Care Benefit Payment shall be equal to the amount that the Company would have otherwise paid for COBRA insurance premiums (at the level of healthcare benefits Employee and Employee's dependents are enrolled in as of the termination date) calculated based on the premium for the first month of coverage.

(c) Incentive Payments. In the event of a termination pursuant to Subsection 7(a) of this Agreement, Employee shall also be offered the opportunity to receive Incentive Payments in a total amount equal to 0.500 times the sum of Employee's most recent annual base salary and target incentive, payable in equal installments on the same pay schedule in effect at the time of termination over a period of twelve (12) months from the date of termination.

(i) Terms and Conditions for Incentive Payments. Employee may receive Incentive Payments so long as Employee chooses not to engage (whether as an owner, employee, agent, consultant, or in any other capacity) in any business or venture that competes with the business of the Company or any of its affiliates. If Employee chooses to engage in such activities, then the Company shall have no obligation to make further Incentive Payments commencing upon the date which Employee chooses to do so.

(ii) Sole Consideration. Employee and the Company agree and acknowledge that the sole and exclusive consideration for the Incentive Payments is Employee's forbearance as described in Subsection 7(c)(i) above. In the event that Subsection 7(c)(i) is deemed unenforceable or invalid for any reason, then the Company will have no obligation to make Incentive Payments for the period of time during which it has been deemed unenforceable or invalid. The obligations and duties of this Subsection 7(c) shall be separate and distinct from the other obligations and duties set forth in this

Agreement, and any finding of invalidity or unenforceability of this Subsection 7(c) shall have no effect upon the validity or invalidity of the other provisions of this Agreement.

(d) Treatment of Special Severance and Incentive Payments. Any Special Severance and Incentive Payments shall be subject to usual and customary employee payroll practices and all applicable withholding requirements.

(e) Termination by the Company for Substantial Cause or by Employee Without Good Reason. Employee's employment under this Agreement may be terminated immediately and at any time by the Company for substantial cause or by Employee without good reason. In the event of such a termination, Employee shall be entitled to receive (i) any compensation accrued and unpaid as of the date of termination; and (ii) no other severance. "Substantial cause" shall mean Employee's (1) failure to substantially perform Employee's duties; (2) material breach of this Agreement; (3) misconduct, including but not limited to, use or possession of illegal drugs during work and/or any other action that is damaging or detrimental in a significant manner to the Company; (4) conviction of, or plea of guilty or *nolo contendere* to, a felony; or (5) failure to cooperate with, or any attempt to obstruct or improperly influence, any investigation authorized by the Board of Directors or any governmental or regulatory agency.

(f) Termination by Mutual Agreement of the Parties. Employee's employment pursuant to this Agreement may be terminated at any time upon the mutual agreement in writing of the parties. Any such termination of employment shall have the consequences specified in such agreement.

(g) Other. Except for the amounts specifically provided pursuant to this Section 7, Employee shall not be entitled to any further compensation, incentive, damages, restitution, relocation benefits, or other severance benefits upon termination of employment. The amounts payable to Employee pursuant to these Sections shall not be treated as damages, but as compensation to which Employee may be entitled by reason of termination of employment under the applicable circumstances. The Company shall not be entitled to set off against the amounts payable to Employee pursuant to this Section 7 any amounts earned by Employee in other employment after termination of Employee's employment with the Company pursuant to this Agreement, or any amounts which might have been earned by Employee in other employment had Employee sought such other employment. The provisions of this Section 7 shall not limit Employee's rights under or pursuant to any other agreement or understanding with the Company regarding any pension, insurance or other employee benefit plan of the Company to which Employee is entitled pursuant to the terms of such plan.

(h) Compliance with Section 409A. Each installment of severance benefits is a separate "payment" for purposes of Section 409A of the Internal Revenue Code of 1986 and the regulations governing Section 409A (collectively "Section 409A"), and the severance benefits are intended to satisfy the exemptions under Section 409A. It is intended that if Employee is a "specified employee" within the meaning of Section 409A at the time of a separation from service, then, to the extent necessary, the severance benefits will not be paid until at least six (6) months after separation from service.

(i) Pre-Termination Rights. The Company shall have the right, at its option, to require Employee to vacate Employee's office or otherwise remain off the Company's premises and to cease any and all activities on the Company's behalf without such action constituting a termination of employment or a breach of this Agreement.

(j) Forfeiture.

(i) If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of the intentional misconduct or gross negligence of the Employee, with any financial reporting requirement under the United States securities laws, then the Employee shall forfeit and reimburse the Company for all of the following: (i) any incentive or incentive compensation paid based upon such erroneously stated financial information, (ii) any incentive or incentive compensation or equity compensation received by Employee during the twelve (12) month period following the earlier of the first public issuance or filing with the SEC of the financial document embodying the financial reporting requirement, (iii) any profits realized from the sale of Company securities during that same twelve (12) month period, (iv) if Employee is terminated or has been terminated, the right to receive Special Severance and Incentive Payments, and (v) if Employee is terminated or has been terminated, any unvested and/or unexercised long-term incentive compensation awards.

(ii) If the Employee is one of the persons subject to automatic forfeiture under Section 304 of the Sarbanes-Oxley Act of 2002 (i.e. the Chief Executive Officer or Chief Financial Officer) and the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of misconduct (within the meaning of said Section 304, but other than as a result of Employee's intentional misconduct or gross negligence, which is governed by the preceding subsection), with any financial reporting requirement under the United States securities laws, then the Employee shall forfeit and reimburse the Company for all of the following: (i) any incentive or incentive compensation or equity compensation received by Employee during the twelve (12) month period following the earlier of the first public issuance or filing with the SEC of the financial document embodying the financial reporting requirement and (ii) any profits realized from the sale of Company securities during that same twelve (12) month period.

(iii) Employee acknowledges that Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, among other things, requires the United States Securities and Exchange Commission to direct the national securities exchanges to prohibit the continued listing of the securities of an issuer unless the issuer develops and implements a policy providing, among other things, for the recovery of certain erroneously awarded compensation. Upon the Company's adoption of such a policy, Employee agrees that this Agreement shall be automatically amended without any further consideration to incorporate the recovery provisions set forth in the policy. Upon the request of the Company, Employee agrees without further consideration to execute an amendment evidencing the incorporation of said provisions into this Agreement.

(iv) No forfeiture or recovery of compensation under this subsection (j) shall constitute an event giving rise to Employee's right to terminate this Agreement for Good Reason.

8. OTHER EMPLOYEE DUTIES AND OBLIGATIONS.

In addition to any other duties and obligations set forth in this Agreement, Employee shall be obligated as follows:

(a) Compliance. Employee shall be required to comply with all policies and procedures of the Company as such shall be adopted, modified or otherwise established by the Company from time to time, including, but not limited to, the Company's Code of Conduct. While employed by the Company pursuant to this Agreement, or while receiving severance, incentive or other payments or consideration from the Company following termination of this Agreement, Employee shall

disclose in writing to the Company's General Counsel any conviction of, or plea of guilty or *nolo contendere* to, a felony.

(b) Trade Secrets and Confidential Information.

(i) As used in this Agreement, the term "Trade Secrets and Confidential Information" means information, whether written or oral, not generally available to the public, regardless of whether it is suitable to be patented, copyrighted and/or trademarked, which is received from the Company and/or its affiliates, either directly or indirectly, including but not limited to concepts, ideas, plans and strategies involved in the Company's and/or its affiliates' products, the processes, formulae and techniques disclosed by the Company and/or its affiliates to Employee or observed by Employee, the designs, inventions and innovations and related plans, strategies and applications which Employee develops during the term of this Agreement in connection with the work performed by Employee for the Company and/or its affiliates; and third party information which the Company and/or its affiliates has/have agreed to keep confidential.

(ii) While employed by the Company, Employee will have access to and become familiar with Trade Secrets and Confidential Information. Employee acknowledges that Trade Secrets and Confidential Information are owned and shall continue to be owned solely by the Company and/or its affiliates. Employee agrees that Employee will not, at any time, whether during or subsequent to Employee's employment by the Company and/or its affiliates, use or disclose Trade Secrets and Confidential Information for any competitive purpose or divulge the same to any person other than the Company or persons with respect to whom the Company has given its written consent, unless Employee is compelled to make disclosure by governmental process. In the event Employee believes that Employee is legally required to disclose any Trade Secrets or Confidential Information, Employee shall give reasonable notice to the Company prior to disclosing such information and shall assist the Company in taking such legally permissible steps as are reasonable and necessary to protect the Trade Secrets or Confidential Information, including, but not limited to execution by the receiving party of a non-disclosure agreement in a form acceptable to the Company.

(iii) Employee agrees to execute such secrecy, non-disclosure, patent, trademark, copyright and other proprietary rights agreements, if any, as the Company may from time to time reasonably require.

(iv) The provisions of this Subsection 8(b) shall survive the termination of this Agreement and shall be binding upon Employee in perpetuity.

(c) Assignment of Rights.

(i) As used in this Agreement, "Designs, Inventions and Innovations," whether or not they have been patented, trademarked, or copyrighted, include, but are not limited to designs, inventions, innovations, ideas, improvements, processes, sources of and uses for materials, apparatus, plans, systems and computer programs relating to the design, manufacture, use, marketing, distribution and management of the Company's and/or its affiliates' products.

(ii) As a material part of the terms and understandings of this Agreement, Employee agrees to assign to the Company all Designs, Inventions and Innovations developed, conceived and/or reduced to practice by Employee, alone or with anyone else, in connection with the work performed by Employee for the Company during Employee's employment with the Company, regardless of whether they are suitable to be patented, trademarked and/or copyrighted.

(iii) Employee agrees to disclose in writing to the President of the Company any Design, Invention or Innovation relating to the business of the Company and/or its affiliates, which Employee develops, conceives and/or reduces to practice in connection with any work performed by Employee for the Company, either alone or with anyone else, while employed by the Company and/or within twelve (12) months of the termination of employment. Employee shall disclose all Designs, Inventions and Innovations to the Company, even if Employee does not believe that Employee is required under this Agreement, or pursuant to California Labor Code Section 2870, to assign Employee's interest in such Design, Invention or Innovation to the Company. If the Company and Employee disagree as to whether or not a Design, Invention or Innovation is included within the terms of this Agreement, it will be the responsibility of Employee to prove that it is not included.

(iv) Pursuant to California Labor Code Section 2870, the obligation to assign as provided in this Agreement does not apply to any Design, Invention or Innovation to the extent such obligation would conflict with any state or federal law. The obligation to assign as provided in this Agreement does not apply to any Design, Invention or Innovation that Employee developed entirely on Employee's own time without using the Company's equipment, supplies, facilities or Trade Secrets and Confidential Information, except those Designs, Inventions or Innovations that either relate at the time of conception or reduction to practice to the Company's and/or its affiliates' business, or actual or demonstrably anticipated research of the Company and/or its affiliates; or result from any work performed by Employee for the Company and/or its affiliates.

(v) Employee agrees that any Design, Invention and/or Innovation which is required under the provisions of this Agreement to be assigned to the Company shall be the sole and exclusive property of the Company. Upon the Company's request, at no expense to Employee, Employee shall execute any and all proper applications for patents, copyrights and/or trademarks, assignments to the Company, and all other applicable documents, and will give testimony when and where requested to perfect the title and/or patents (both within and without the United States) in all Designs, Inventions and Innovations belonging to the Company.

(vi) The provisions of this Subsection 8(c) shall survive the termination of this Agreement and shall be binding upon Employee in perpetuity.

(d) Competing Business. To the fullest extent permitted by law, Employee agrees that, while employed by the Company, Employee will not, directly or indirectly (whether as employee, agent, consultant, holder of a beneficial interest, creditor, or in any other capacity), engage in any business or venture which conflicts with Employee's duties under this Agreement, including services that are directly or indirectly in competition with the business of the Company or any of its affiliates, or have any interest in any person, firm, corporation, or venture which engages directly or indirectly in competition with the business of the Company or any of its affiliates. For purposes of this section, the ownership of interests in a broadly based mutual fund shall not constitute ownership of the stocks held by the fund.

(e) Other Employees. Except as may be required in the performance of Employee's duties hereunder, Employee shall not cause or induce, or attempt to cause or induce, any person now or hereafter employed by the Company or any of its affiliates to terminate such employment. This obligation shall remain in effect while Employee is employed by the Company and for a period of one (1) year thereafter.

(f) Suppliers. While employed by the Company, and for one (1) year thereafter, Employee shall not cause or induce, or attempt to cause or induce, any person or firm supplying goods, services or credit to the Company or any of its affiliates to diminish or cease furnishing such goods, services or credit.

(g) Conflict of Interest. While employed by the Company, Employee shall comply with all Company policies regarding actual or apparent conflicts of interest with respect to Employee's duties and obligations to the Company.

(h) Non-Disparagement. While employed by the Company, and for one (1) year thereafter, Employee shall not in any way undertake to harm, injure or disparage the Company, its officers, directors, employees, agents, affiliates, vendors, products, or customers, or their successors, or in any other way exhibit an attitude of hostility toward them.

(i) Surrender of Equipment, Books and Records. Employee understands and agrees that all equipment, books, records, customer lists and documents connected with the business of the Company and/or its affiliates are the property of and belong to the Company. Under no circumstances shall Employee remove from the Company's facilities any of the Company's and/or its affiliates' equipment, books, records, documents, lists or any copies of the same without the Company's permission, nor shall Employee make any copies of the Company's and/or its affiliates' books, records, documents or lists for use outside the Company's office except as specifically authorized by the Company. Employee shall return to the Company and/or its affiliates all equipment, books, records, documents and customer lists belonging to the Company and/or its affiliates upon termination of Employee's employment with the Company.

9. RIGHTS UPON A CHANGE IN CONTROL.

(a) Notwithstanding anything in this Agreement to the contrary, if upon or at any time during the term of this Agreement there is a Termination Event (as defined below) that occurs within one (1) year following any Change in Control (as defined in Exhibit A), Employee shall be treated as if Employee had been terminated by the Company without substantial cause pursuant to Subsection 7(a).

(b) A "Termination Event" shall mean the occurrence of any one or more of the following, and in the absence of Employee's death, or any of the factors enumerated in Subsection 7(e) providing for termination by the Company for substantial cause:

(i) the termination or material breach of this Agreement by the Company;

(ii) a failure by the Company to obtain the assumption of this Agreement by any successor to the Company or any assignee of all or substantially all of the Company's assets or business;

(iii) any material diminishment in the title, position, duties, responsibilities or status that Employee had with the Company, as a publicly traded entity, immediately prior to the Change in Control;

(iv) any reduction, limitation or failure to pay or provide any of the compensation, reimbursable expenses, long-term incentive compensation awards, incentive programs, or other benefits or perquisites provided to Employee under the terms of this Agreement or any other agreement or understanding between the Company and Employee, or pursuant to the Company's policies and past practices as of the date immediately prior to the Change in Control; or

(v) any requirement that Employee relocate or any assignment to Employee of duties that would make it unreasonably difficult for Employee to maintain the principal residence Employee had immediately prior to the Change in Control.

(c) Special Severance in the Event of a Termination Pursuant to Section 9. In the event of a termination pursuant to Section 9 of this Agreement, then Special Severance shall consist of a total amount equal to 1.000 times the sum of the Employee's most recent annual base salary and annual target incentive, payable in equal installments on the same pay schedule as in effect at the time of termination over a period of twenty-four (24) months from the date of termination. All such Special Severance shall be subject to the provisions of Subsection 7(b).

(d) Incentive Payments in the Event of a Termination Pursuant to Section 9. In the event of a termination pursuant to Section 9 of this Agreement, Employee shall be offered the opportunity to receive Incentive Payments in a total amount equal to 1.000 times the sum of Employee's most recent annual base salary and annual target incentive, payable in equal installments on the same pay schedule as in effect at the time of termination over a period of twenty-four (24) months from the date of termination. All such Incentive Payments shall be subject to the provisions of Subsection 7(c).

(e) To the extent that any or all of the payments and benefits provided for in this Agreement and pursuant to any other agreements with Employee constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code (the "Code") and, but for this Section 9, would be subject to the excise tax imposed by Section 4999 of the Code, then the aggregate amount of such payments and benefits shall be reduced by the minimum amounts necessary to equal one dollar less than the amount which would result in such payments and benefits being subject to such excise tax. The reduction, unless the employee elects otherwise, shall be in such order that provides employee with the greatest after-tax amount possible. All determinations required to be made under this Section 9, including whether a payment would result in a parachute payment and the assumptions to be utilized in arriving at such determination, shall be made by a nationally recognized accounting firm agreed to by the Company and Employee. The Company shall pay the cost of the accounting firm, and the accounting firm shall provide detailed supporting calculations both to the Company and the Employee. The determination of the accounting firm shall be final and binding upon the Company and the Employee, except that if, as a result of subsequent events or conditions (including a subsequent payment or the absence of a subsequent payment or a determination by the Internal Revenue Service or applicable court), it is determined that the excess parachute payments, excise tax or any reduction in the amount of payments and benefits, is or should be other than as determined initially, an appropriate adjustment shall be made, as applicable, to reflect the final determination.

10. MISCELLANEOUS.

(a) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors and assigns of the Company. Employee shall have no right to assign Employee's rights, benefits, duties, obligations or other interests in this Agreement, it being understood that this Agreement is personal to Employee.

(b) Entire Understanding. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof, and no other representations, warranties or agreements whatsoever as to that subject matter have been made by Employee or the Company. This Agreement shall not be modified, amended or terminated except by another instrument in writing executed by the parties hereto. As of the Effective Date, except as otherwise explicitly provided herein, this Agreement replaces and supersedes any and all prior understandings or agreements between Employee and the Company regarding employment.

(c) Notices. Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed properly given when actually received or within five (5) days of mailing by certified or registered mail, postage prepaid, to Employee at the address currently on file with the Company, and to the Company at:

Company: Callaway Golf Company
2180 Rutherford Road
Carlsbad, California 92008
Attn: General Counsel

or to such other address as Employee or the Company may from time to time furnish, in writing, to the other.

(d) Headings. The headings of the several sections and paragraphs of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

(e) Waiver. Failure of either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision or a waiver of the provision itself.

(f) Applicable Law. This Agreement shall constitute a contract under the internal laws of the State of California and shall be governed and construed in accordance with the laws of said state as to both interpretation and performance.

(g) Severability. In the event any provision or provisions of this Agreement is or are held invalid, the remaining provisions of this Agreement shall not be affected thereby.

(h) Advertising Waiver. Employee agrees to permit the Company and/or its affiliates, and persons or other organizations authorized by the Company and/or its affiliates, to use, publish and distribute advertising or sales promotional literature concerning the products of the Company and/or its affiliates, or the machinery and equipment used in the manufacture thereof, in which Employee's name and/or pictures of Employee taken in the course of Employee's provision of services to the Company and/or its affiliates, appear. Employee hereby waives and releases any claim or right Employee may otherwise have arising out of such use, publication or distribution.

(i) Counterparts. This Agreement may be executed in one or more counterparts which, when fully executed by the parties, shall be treated as one agreement.

11. **IRREVOCABLE ARBITRATION OF DISPUTES.**

(a) Employee and the Company agree that any dispute, controversy or claim arising hereunder or in any way related to this Agreement, its interpretation, enforceability, or applicability, or relating to Employee's employment, or the termination thereof, that cannot be resolved by mutual agreement of the parties shall be submitted to binding arbitration. This includes, but is not limited to, alleged violations of federal, state and/or local statutes, claims based on any purported breach of duty arising in contract or tort, including breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy, violation of any statutory, contractual or common law rights, but excluding workers' compensation, unemployment matters, or any matter falling within the jurisdiction of the state Labor Commissioner. The parties agree that arbitration is the parties' only recourse for such claims and hereby waive the right to pursue such claims in any other forum, unless otherwise provided by law. Any court action involving a dispute which is not subject to arbitration shall be stayed pending arbitration of arbitrable disputes.

(b) Employee and the Company agree that the arbitrator shall have the authority to issue provisional relief. Employee and the Company further agree that each has the right, pursuant to California Code of Civil Procedure section 1281.8, to apply to a court for a provisional remedy in connection with an arbitrable dispute so as to prevent the arbitration from being rendered ineffective.

(c) Any demand for arbitration shall be in writing and must be communicated to the other party prior to the expiration of the applicable statute of limitations.

(d) The arbitration shall be administered by JAMS pursuant to its Employment Arbitration Rules and Procedures. The arbitration shall be conducted in San Diego by a former or retired judge or attorney with at least 10 years' experience in employment-related disputes, or a non-attorney with like experience in the area of dispute, who shall have the power to hear motions, control discovery, conduct hearings and otherwise do all that is necessary to resolve the matter. The parties must mutually agree on the arbitrator. If the parties cannot agree on the arbitrator after their best efforts, an arbitrator will be selected from JAMS pursuant to its Employment Arbitration Rules and Procedures. The Company shall pay the costs of the arbitrator's fees.

(e) The arbitration will be decided upon a written decision of the arbitrator stating the essential findings and conclusions upon which the award is based. The arbitrator shall have the authority to award damages, if any, to the extent that they are available under applicable law(s). The arbitration award shall be final and binding, and may be entered as a judgment in any court having competent jurisdiction. Either party may seek review pursuant to California Code of Civil Procedure Section 1286, et seq.

(f) It is expressly understood that the parties have chosen arbitration to avoid the burdens, costs and publicity of a court proceeding, and the arbitrator is expected to handle all aspects of the matter, including discovery and any hearings, in such a way as to minimize the expense, time, burden and publicity of the process, while assuring a fair and just result. In particular, the parties expect that the arbitrator will limit discovery by controlling the amount of discovery that may be taken (e.g., the number of depositions or interrogatories) and by restricting the scope of discovery only to those matters clearly relevant to the dispute. However, at a minimum, each party will be entitled to at least one (1) deposition and shall have access to essential documents and witnesses as determined by the arbitrator.

(g) The provisions of this Section shall survive the termination of the Agreement and shall be binding upon the parties.

THE PARTIES HAVE READ SECTION 11 AND IRREVOCABLY AGREE TO ARBITRATE ANY DISPUTE IDENTIFIED ABOVE.

_____ (Employee) _____ (Company)

12. **COOPERATION.** At the request of the Company, Employee agrees to cooperate with the Company's reasonable requests for assistance removing Employee's name from corporate boards, other corporate documents, bank accounts and the like, including, but not limited to, signing documents and taking other action as requested by the Company. By taking such actions in response to the request

of the Company, Employee is not forfeiting any right to indemnity or defense that may be afforded to Employee under Delaware or other applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the date first written above.

EMPLOYEE

COMPANY

Callaway Golf Company, a Delaware corporation

/s/ Tim Reed By: /s/ Chris Carroll
 Tim Reed Chris Carroll
 Senior Vice President, Global Human Resources

CHANGE IN CONTROL

A "Change in Control" means the following and shall be deemed to occur if any of the following events occurs:

1. Any person, entity or group, within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act") but excluding the Company and its subsidiaries and any employee benefit or stock ownership plan of the Company or its subsidiaries and also excluding an underwriter or underwriting syndicate that has acquired the Company's securities solely in connection with a public offering thereof (such person, entity or group being referred to herein as a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either the then outstanding shares of Common Stock or the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors; or

2. Individuals who, as of the effective date hereof, constitute the Board of Directors of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors of the Company, provided that any individual who becomes a director after the effective date hereof whose election, or nomination for election by the Company's shareholders, is approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered to be a member of the Incumbent Board unless that individual was nominated or elected by any Person having the power to exercise, through beneficial ownership, voting agreement and/or proxy, 20% or more of either the outstanding shares of Common Stock or the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors, in which case that individual shall not be considered to be a member of the Incumbent Board unless such individual's election or nomination for election by the Company's shareholders is approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board; or

3. Consummation by the Company of the sale, lease, exchange or other disposition, in one transaction or a series of transactions, by the Company of all or substantially all of the Company's assets or a reorganization or merger or consolidation of the Company with any other person, entity or corporation, other than

(a) a reorganization or merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto (or, in the case of a reorganization or merger or consolidation that is preceded or accomplished by an acquisition or series of related acquisitions by any Person, by tender or exchange offer or otherwise, of voting securities representing 5% or more of the combined voting power of all securities of the Company, immediately prior to such acquisition or the first acquisition in such series of acquisitions) continuing to represent, either by remaining outstanding or by being converted into voting securities of another entity, more than 50% of the combined voting power of the voting securities of the Company or such other entity outstanding immediately after such reorganization or merger or consolidation (or series of related transactions involving such a reorganization or merger or consolidation), or

(b) a reorganization or merger or consolidation effected to implement a recapitalization or reincorporation of the Company (or similar transaction) that does not result in a material change in beneficial ownership of the voting securities of the Company or its successor; or

4. Approval by the shareholders of the Company or an order by a court of competent jurisdiction of a plan of complete liquidation or dissolution of the Company.

RELEASE OF CLAIMS – GENERAL RELEASE

This Release of Claims – General Release ("Release") is effective as of the date provided for in Section 10 below, and is made by and between _____ ("Employee"), pursuant to the Officer Employment Agreement (the "Agreement") to which this document is attached, and **Callaway Golf Company** (the "Company"), a Delaware corporation. This Release is entered into in light of the fact that Employee's employment with the Company will terminate and Employee will be eligible to receive Special Severance pursuant to Section 7 of the Agreement.

1. Consideration. In consideration for the payment of Special Severance, Employee agrees to the terms and provisions set forth in this Release.

2. Release.

(a) Employee hereby irrevocably and unconditionally releases and forever discharges the Company, its predecessors, successors, subsidiaries, affiliates and benefit plans, and each and every past, present and future officer, director, employee, representative and attorney of the Company, its predecessors, successors, subsidiaries, affiliates and benefit plans, and their successors and assigns (collectively referred to herein as the "Releasees"), from any, every, and all charges, complaints, claims, causes of action, and lawsuits of any kind whatsoever, including, to the extent permitted under the law, all claims which Employee has against the Releasees, or any of them, arising from or in any way related to circumstances or events arising out of Employee's employment by the Company, including, but not limited to, harassment, discrimination, retaliation, failure to progressively discipline Employee, termination of employment, violation of state and/or federal wage and hour laws, violations of any notice requirement, violations of the California Labor Code, or breach of any employment agreement, together with any and all other claims Employee now has or may have against the Releasees through and including Employee's date of termination from the Company, provided, however, that Employee does not waive or release the right to enforce the Agreement, the right to enforce any stock option, restricted stock, retirement, welfare or other benefit plan, agreement or arrangement, or any rights to indemnification or reimbursement, whether pursuant to charter and by-laws of the Company or its affiliates, applicable state laws, D&O insurance policies, or otherwise. EMPLOYEE ALSO SPECIFICALLY AGREES AND ACKNOWLEDGES THAT EMPLOYEE IS WAIVING ANY RIGHT TO RECOVERY AGAINST RELEASEES BASED ON STATE OR FEDERAL AGE, SEX, PREGNANCY, RACE, COLOR, NATIONAL ORIGIN, MARITAL STATUS, RELIGION, VETERAN STATUS, DISABILITY, SEXUAL ORIENTATION, MEDICAL CONDITION OR OTHER ANTI-DISCRIMINATION LAWS, INCLUDING, WITHOUT LIMITATION, TITLE VII, THE AMERICANS WITH DISABILITIES ACT, THE CALIFORNIA FAIR HOUSING AND EMPLOYMENT ACT, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE FAMILY MEDICAL RIGHTS ACT, THE CALIFORNIA FAMILY RIGHTS ACT OR BASED ON THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OR THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, ALL AS AMENDED, WHETHER SUCH CLAIM BE BASED UPON AN ACTION FILED BY EMPLOYEE OR A GOVERNMENTAL AGENCY.

(b) Employee understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, *et seq.*) that may arise after the date this Release is executed are not waived. Nothing in this Release shall be construed to prohibit Employee from exercising Employee's right to file a charge with the Equal Employment Opportunity Commission or from participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission.

(c) Employee understands and agrees that if Employee files such a charge, the Company has the right to raise the defense that the charge is barred by this Release.

3. Section 1542 of Civil Code. Employee also waives all rights under Section 1542 of the Civil Code of the State of California. Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

4. Governing Law. This Release shall be construed and enforced in accordance with the internal laws of the State of California.

5. Binding Effect. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. Irrevocable Arbitration of Disputes.

(a) Employee and the Company agree that any dispute, controversy or claim arising hereunder or in any way related to this Release, its interpretation, enforceability, or applicability, or relating to Employee's employment, or the termination thereof, that cannot be resolved by mutual agreement of the parties shall be submitted to binding arbitration. This includes, but is not limited to, alleged violations of federal, state and/or local statutes, claims based on any purported breach of duty arising in contract or tort, including breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy, violation of any statutory, contractual or common law rights, but excluding workers' compensation, unemployment matters, or any matter falling within the jurisdiction of the state Labor Commissioner. The parties agree that arbitration is the parties' only recourse for such claims and hereby waive the right to pursue such claims in any other forum, unless otherwise provided by law. Any court action involving a dispute which is not subject to arbitration shall be stayed pending arbitration of arbitrable disputes.

(b) Employee and the Company agree that the arbitrator shall have the authority to issue provisional relief. Employee and the Company further agree that each has the right, pursuant to California Code of Civil Procedure Section 1281.8, to apply to a court for a provisional remedy in connection with an arbitrable dispute so as to prevent the arbitration from being rendered ineffective.

(c) Any demand for arbitration shall be in writing and must be communicated to the other party prior to the expiration of the applicable statute of limitations.

(d) The arbitration shall be administered by JAMS pursuant to its Employment Arbitration Rules and Procedures. The arbitration shall be conducted in San Diego by a former or retired judge or attorney with at least 10 years' experience in employment-related disputes, or a non-attorney with like experience in the area of dispute, who shall have the power to hear motions, control discovery, conduct hearings and otherwise do all that is necessary to resolve the matter. The parties must mutually agree on the arbitrator. If the parties cannot agree on the arbitrator after their best efforts, an arbitrator will be selected from JAMS pursuant to its Employment Arbitration Rules and Procedures. The Company shall pay the costs of the arbitrator's fees.

(e) The arbitration will be decided upon a written decision of the arbitrator stating the essential findings and conclusions upon which the award is based. The arbitrator shall have the authority to award damages, if any, to the extent that they are available under applicable law(s). The arbitration award shall be final and binding, and may be entered as a judgment in any court having competent jurisdiction. Either party may seek review pursuant to California Code of Civil Procedure Section 1286, et seq.

(f) It is expressly understood that the parties have chosen arbitration to avoid the burdens, costs and publicity of a court proceeding, and the arbitrator is expected to handle all aspects of the matter, including discovery and any hearings, in such a way as to minimize the expense, time, burden and publicity of the process, while assuring a fair and just result. In particular, the parties expect that the arbitrator will limit discovery by controlling the amount of discovery that may be taken (e.g., the number of depositions or interrogatories) and by restricting the scope of discovery only to those matters clearly relevant to the dispute. However, at a minimum, each party will be entitled to at least one deposition and shall have access to essential documents and witnesses as determined by the arbitrator.

(g) The provisions of this Section shall survive the termination of the Release and shall be binding upon the parties.

THE PARTIES HAVE READ SECTION 6 AND IRREVOCABLY AGREE TO ARBITRATE ANY DISPUTE IDENTIFIED ABOVE.

_____ (Employee) _____ (Company)

7. Counterparts. This Release may be executed in one or more counterparts which, when fully executed by the parties, shall be treated as one agreement.

8. Advice of Counsel. The Company hereby advises Employee in writing to discuss this Release with an attorney before executing it. Employee further acknowledges that the Company will provide Employee twenty-one (21) days within which to review and consider this Release before signing it. Should Employee decide not to use the full twenty-one (21) days, then Employee knowingly and voluntarily waives any claims that he was not in fact given that period of time or did not use the entire twenty-one (21) days to consult an attorney and/or consider this Release.

9. Right to Revoke. The parties acknowledge and agree that Employee may revoke this Release for up to seven (7) calendar days following Employee's execution of this Release and that it shall not become effective or enforceable until the revocation period has expired. The parties further acknowledge and agree that such revocation must be in writing addressed to "General Counsel, Callaway Golf Company, 2180 Rutherford Road, Carlsbad, California 92008," and received no later than midnight on the seventh day following the execution of this Release by Employee. If Employee revokes this Release under this section, it shall not be effective or enforceable, and Employee will not receive the consideration described in Section 1 above.

10. Effective Date. If Employee does not revoke this Release in the timeframe specified in Section 9 above, the Release shall become effective at 12:01 a.m. on the eighth day after it is fully executed by the parties.

11. Severability. In the event any provision or provisions of this Release is or are held invalid, the remaining provisions of this Release shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Release on the dates set forth below, to be effective as of the date set forth in Section 10 above.

Employee

Company

Callaway Golf Company, a Delaware corporation

EXHIBIT ONLY – DO NOT SIGN AT THIS TIME

[Employee's Name] [Authorized Signature]

Dated: _____ Dated: _____

**FIRST AMENDMENT TO
OFFICER EMPLOYMENT AGREEMENT**

This First Amendment to Officer Employment Agreement ("First Amendment") is entered into effective May 22, 2013, by and between **Callaway Golf Company**, a Delaware corporation (the "Company") and **Tim Reed** ("Employee").

A. The Company and Employee are parties to that certain Officer Employment Agreement entered into as of January 28, 2013 (the "Agreement").

B. The Company and Employee desire to amend the Agreement pursuant to Section 10(b) of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other consideration, the value and sufficiency of which are acknowledged, the Company and Employee agree as follows:

1. Title. Section 2 of the Agreement is amended to read:

"Employee shall serve as Senior Vice President of the Company. Employee's duties shall be the usual and customary duties of the offices in which Employee serves. Employee shall report to the Chief Executive Officer or such other person as the Chief Executive Officer shall designate from time to time. The Board of Directors and/or the Chief Executive Officer of the Company may change employee's title, position and/or duties at any time."

2. But for the amendments contained herein, and any other written amendments properly executed by the parties, the Agreement shall otherwise remain unchanged.

3. Any capitalized terms used herein for which a definition is not provided herein shall have the same meanings as assigned to such terms in the Agreement (as defined below).

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth below, to be effective as of the date first set forth above.

EMPLOYEE

COMPANY

Callaway Golf Company,

a Delaware corporation

/s/ Tim Reed

By: /s/ Chris Carroll

Tim Reed Chris Carroll

Senior Vice President, Global Human Resources

Dated: June 27, 2013

Dated: June 26, 2013

SECOND AMENDMENT TO OFFICER EMPLOYMENT AGREEMENT

This Second Amendment to Officer Employment Agreement ("Second Amendment") is entered into effective August 29, 2022, by and between **Topgolf Callaway Brands Corp.**, a Delaware corporation (the "Company") and **Tim Reed** ("Employee").

A. The Company and Employee are parties to that certain Officer Employment Agreement entered into as of January 28, 2013, as previously amended (collectively, the "Agreement").

B. The Company and Employee desire to amend the Agreement pursuant to Section 10(b) of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other consideration, the value and sufficiency of which are acknowledged, the Company and Employee agree as follows:

1. Title. Section 2 of the Agreement is amended to read:

"Employee shall serve as Senior Vice President, Global R&D and Tour. Employee's duties shall be the usual and customer duties of the offices in which Employee services. Employee shall report to the Chief Executive Officer or such other person as the Chief Executive Officer shall designate from time to time. The Board of Directors and/or the Chief Executive Officer of the Company may change employee's title, position and/or duties at any time."

2. Compensation. Sections 4(a) and (b) of the Agreement are amended to read:

"(a) Base Salary. In accordance with the Company's usual review and pay practices, effective August 29, 2022, the Company agrees to increase Employee's base salary from \$405,872 to a base salary of no less than \$445,000 per year (prorated for any partial years of employment), payable in equal installments on regularly scheduled Company pay dates. Employee agrees that the Company may increase Employee's base salary without requiring an amendment of this Agreement through the use of a Personnel Action Notice.

(b) Annual Incentive. The Company shall provide Employee an opportunity to earn an annual incentive payment based upon participation in the Company's applicable incentive plan as it may or may not exist from time to time. Effective August 29, 2022, Employee's incentive target percentage shall increase from 50% to 60% of Employee's annual base salary. The calculation of incentive for calendar year 2022 shall be based on a blended average base salary of \$419,000 (equivalent to \$405,872 for eight months of the year and \$445,000 for four months of the year), using the 60% incentive target percentage for the entire year. Any annual incentive payment earned pursuant to an applicable incentive plan shall be payable in the first quarter of the following year."

3. But for the amendments contained herein, and any other written amendments properly executed by the parties, the Agreement shall otherwise remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the dates set forth below, to be effective as of the date first set forth above.

EMPLOYEE

COMPANY

Topgolf Callaway Brands Corp.,

a Delaware corporation

/s/ Tim Reed _____ By: /s/ Mary E. Weitzel _____

Tim Reed Mary E. Weitzel

Vice President, Global Human Resources

Dated: September 29, 2022

Dated: September 29, 2022

**TOPGOLF CALLAWAY BRANDS CORP.
OFFICER EMPLOYMENT AGREEMENT**

This Officer Employment Agreement ("Agreement") is entered into as of September 29, 2025 (the "Effective Date") by and between **Topgolf Callaway Brands Corp.**, a Delaware corporation, (the "Company") and **Angela Deskins** ("Employee").

1. **TERM.** The Company hereby employs Employee and Employee hereby accepts employment pursuant to the terms and provisions of this Agreement for the period commencing September 29, 2025, and terminating on April 30, 2027. On May 1, 2027, and on May 1 each year thereafter, the Agreement shall renew for an additional one-year term unless the Company provides notice to the Employee that it is not renewing the Agreement. Upon non-renewal of the Agreement, Employee will become an employee at will unless the Agreement is terminated as provided in Section 7 below. At all times during the term of this Agreement, Employee shall be considered an employee of the Company within the meaning of all federal, state and local laws and regulations, including, but not limited to, laws and regulations governing unemployment insurance, workers' compensation, industrial accident, labor and taxes.

2. **TITLE.** Employee shall serve as Senior Vice President, HR Callaway, of the Company. Employee's duties shall be the usual and customary duties of the offices in which Employee serves. Employee shall report to Rebecca Fine initially, and upon Ms. Fine's retirement, to the Chief Executive Officer or such other person as the Chief Executive Officer shall designate from time to time. The Board of Directors and/or the Chief Executive Officer of the Company may change employee's title, position and/or duties at any time.

3. **SERVICES TO BE EXCLUSIVE.** Employee agrees to devote Employee's full productive time and best efforts to the performance of Employee's duties hereunder pursuant to the supervision and direction of the Company's Board of Directors, its Chief Executive Officer or their designee. Employee further agrees, as a condition to the performance by the Company of each and all of its obligations hereunder, that so long as Employee is employed by the Company, Employee will not directly or indirectly render services of any nature to, otherwise become employed by, or otherwise participate or engage in any other business without the Company's prior written consent. Nothing herein contained shall be deemed to preclude Employee from having outside personal investments and involvement with appropriate community or charitable activities, or from devoting a reasonable amount of time to such matters, provided that this shall in no manner interfere with or derogate from Employee's work for the Company.

4. **COMPENSATION.**

(a) Base Salary. In accordance with the Company's usual review and pay practices, the Company agrees to pay Employee a base salary of no less than \$360,000.00 per year (prorated for any partial years of employment), payable in equal installments on regularly scheduled Company pay dates. Employee agrees that the Company may increase Employee's base salary without requiring an amendment of this Agreement through the use of a Personnel Action Notice.

(b) Annual Incentive. The Company shall provide Employee an opportunity to earn an annual incentive payment based upon participation in the Company's applicable incentive plan as it may or may not exist from time to time. Employee's incentive target percentage is forty percent (40%) of Employee's annual base salary. Any annual incentive payment earned pursuant to an applicable

incentive plan shall be payable in the first quarter of the following year. For calendar year 2025, any incentive payment earned and paid to Employee shall be calculated as follows:

1/1 – 9/28/25 / Employed by travisMathew, LLC	\$294,580.00 * 30% * 75% weighting
9/29 - 12/31/25 / Employed by Topgolf Callaway Brands Corp.	\$360,000.00 * 40% * 25% weighting
Respective travisMathew, LLC and Topgolf Callaway Brands Corp. performance modifiers applied to each component.	

(c) Long Term Incentive. The Company shall provide Employee an opportunity to participate in the Company's applicable long term incentive program as it may or may not exist from time to time.

5. EXPENSES AND BENEFITS.

(a) Reasonable and Necessary Expenses. In addition to the compensation provided for in Section 4, the Company shall reimburse Employee for all reasonable, customary and necessary expenses incurred in the performance of Employee's duties hereunder. Employee shall first account for such expenses in accordance with the policies and procedures set by the Company from time to time for reimbursement of such expenses. The amount, nature, and extent of such expenses shall always be subject to the control, supervision and direction of the Company and its Chief Executive Officer.

(b) Paid Time Off. Employee shall accrue paid time off in accordance with the terms and conditions of the Company's Paid Time Off Program, as stated in the Company's Employee Handbook, and as may be modified from time to time. Subject to the maximum accrual permitted under the Paid Time Off Program, Employee shall accrue paid time off at the rate of twenty-five (25) days per year. The time off may be taken any time during the year subject to prior approval by the Company. The Company reserves the right to pay Employee for unused, accrued benefits in lieu of providing time off in accordance with the Company's policies with respect to unused Paid Time Off.

(c) Insurance/Death Benefit. During Employee's employment with the Company pursuant to this Agreement, the Company shall provide the following:

(i) Employee may participate in the Company's health insurance and disability insurance plans as the same may be modified from time to time;

(ii) Subject to all applicable laws, and satisfaction of the conditions set forth below, Employee may be eligible for an additional disability benefit if Employee becomes permanently disabled. Permanent Disability shall be defined as Employee's failure to perform or being unable to perform all or substantially all of Employee's duties under this Agreement for a continuous period of six (6) months or more on account of any physical or mental disability, either as mutually agreed to by the parties or as reflected in the opinions of three (3) qualified physicians, one of which has been selected by the Company, one of which has been selected by Employee, and one of which has been selected by the two other physicians jointly. In the event that Employee is declared permanently disabled (the "Permanent Disability Date"), then Employee shall be entitled to (i) any compensation accrued and unpaid as of the Permanent Disability Date; (ii) a cash payment based on the incentive payment Employee would have received in light of the Company's actual performance as measured against the requirements of the annual incentive plan and pro-rated to the date of Employee's Permanent Disability Date; (iii) a lump sum payment equal to six (6) months of Employee's then current base salary at the

same rate as in effect on the Permanent Disability Date; (iv) the vesting of all unvested long-term incentive compensation awards (e.g., restricted stock units, performance shares, stock appreciation rights, stock options, and other long-term equity-based incentive awards) held by Employee that would have vested had Employee continued to perform services pursuant to this Agreement for a period of twelve (12) months from the Permanent Disability Date; (v) a one-time, lump-sum payment of premiums for COBRA insurance benefits (for coverage in place at the time of termination) for a period of twelve (12) months from the Permanent Disability Date, less taxes and other required withholding; and (vi) no other payments. The payment of the benefits described in (i) and (iii) of this subsection, as well as any vested time-based long-term incentive compensation awards described in (iv) of this subsection, shall be made as soon as administratively practicable following the Permanent Disability Date, but in no event later than seventy (70) days after the Permanent Disability Date; the payment of any benefits described in (ii) of this subsection, as well as any performance-based long-term incentive compensation awards described in (iv) of this subsection, shall be paid after the completion of the relevant performance period and the evaluation of whether, and the degree to which, the performance criteria have been met. The payment of this benefit shall not eliminate Employee's right to permanent disability insurance benefits if the Employee qualifies and shall not eliminate the right of the Company to terminate Employee's employment (e.g., a termination for substantial cause pursuant to Subsection 7(e)) without any further payment pursuant to this Agreement. Employee agrees that the Company shall be entitled to take as an offset against any amounts to be paid pursuant to this subsection any amounts received by Employee pursuant to disability or other insurance or similar income sources provided by the Company; and

(iii) Employee shall receive, if Employee is insurable under usual underwriting standards, term life insurance coverage on Employee's life, payable to whomever Employee directs, in a maximum amount of \$1,500,000.00 (with \$600,000 guarantee issue), provided that Employee completes the required health statement and application and that Employee's physical condition does not prevent Employee from qualifying for such insurance coverage under reasonable terms and conditions.

(iv) In the event of Employee's death, all outstanding unvested service-based full value long-term incentive awards (e.g., restricted stock units and phantom stock units) held by Employee shall immediately vest.

(d) Retirement. Employee shall be permitted to participate in the Company's 401(k) retirement investment plan pursuant to the terms of such plan, as the same may be modified from time to time, to the extent such plan is offered to other officers of the Company.

(e) Financial Planning, Annual Executive Physical, Golf Expense Reimbursement Program and Other Perquisites. To the extent the Company provides financial, tax and estate planning and related services, annual executive physicals, golf expense reimbursements, or any other perquisites and personal benefits to other officers at the Senior Vice President level generally from time to time, such services and perquisites shall be made available to Employee on the same terms and conditions.

6. **TAXES**. Employee acknowledges that Employee is responsible for all taxes, including imputed income taxes related to Employee's compensation and benefits, except for those taxes for which the Company is obligated to pay under applicable law or regulation. Employee agrees that the Company may withhold from Employee's compensation any amounts that the Company is required to withhold under applicable law or regulation.

7. **TERMINATION OF EMPLOYMENT.**

(a) Termination by the Company Without Substantial Cause, or by Employee for Good Reason or Non-Renewal. Employee's employment under this Agreement may be terminated by the Company at any time without substantial cause. Employee's employment under this Agreement may

also be terminated by Employee for Good Reason or Non-Renewal. "Good Reason" shall mean a material breach of this Agreement by the Company. "Non-Renewal" shall mean if the Company gives notice of non-renewal of this Agreement, as described in Section 1 above, and offers Employee a new or amended written employment agreement that is not on substantially the same or better terms as this Agreement. In the event of a termination by the Company Without Substantial Cause, or by Employee for Good Reason or Non-Renewal, Employee shall be entitled to receive (i) any compensation accrued and unpaid as of the date of termination; (ii) a cash payment based on the annual incentive payment Employee would have received in the then-current year in light of the Company's actual performance as measured against the requirements of the annual incentive plan, pro-rated to the date of Employee's termination (the "Pro-Rata Incentive Plan Payment"); and (iii) the vesting of all unvested long-term incentive compensation awards (e.g., restricted stock units, performance shares, stock appreciation rights, stock options, and other long-term equity-based incentive awards) held by Employee that would have vested had Employee continued to perform services pursuant to this Agreement for a period of twelve (12) months from the date of termination; provided that any unvested long-term incentive compensation awards that are subject to performance-based vesting will vest only if, and to the degree that, the performance goals are satisfied. The payment of the benefits described in (i) of this subsection as well as any vested time-based long-term incentive compensation awards described in (iii) of this subsection shall be made as soon as administratively practicable following the date of termination. The payment of any benefits described in (ii) of this subsection as well as any performance-based long-term incentive compensation awards described in (iii) of this subsection shall be paid after the completion of the relevant performance period and the evaluation of whether, and the degree to which, the performance criteria have been met. In addition to the foregoing and subject to the provisions thereof, Employee shall be eligible to receive Special Severance as described in Subsection 7(b) and Incentive Payments as described in Subsection 7(c).

(i) Conditions on Termination by Employee for Good Reason or Non-Renewal. In the event that Employee seeks to terminate this Agreement for Good Reason or Non-Renewal, the following notice procedures shall apply:

1. Good Reason - Within ninety (90) days of the date Employee knows, or should have known, that Employee is entitled to terminate this Agreement for Good Reason, as defined above, Employee shall notify the Company in writing of the Good Reason and Employee's intent to terminate the Agreement no earlier than thirty (30) days later. Company shall then have thirty (30) days to cure the condition underlying Employee's notice or inform Employee, in writing, of its intent not to do so. If Company fails to cure the condition, or states that it does not intend to attempt to cure the condition underlying Employee's notice, then Employee shall then have the right to terminate for Good Reason no later than ninety (90) days following the expiration of the cure period or the written statement of intent not to cure.

2. Non-Renewal - At least sixty (60) days prior to the expiration of this Agreement, the Company shall notify Employee in writing of Non-Renewal, as defined above. Within thirty (30) days of delivery of the written notice of Non-Renewal, the Company shall provide Employee with a new or amended employment agreement or inform Employee in writing that it does not intend to offer Employee a new employment agreement. Employee shall then have the option, for forty-five (45) days following expiration of the Agreement, to notify the Company, in writing, of Employee's intent to terminate Employee's employment for Non-Renewal.

(b) Special Severance. In the event of a termination pursuant to Subsection 7(a) of this Agreement, Special Severance shall consist of a total amount equal to 0.500 times the sum of Employee's most recent annual base salary and annual target incentive, payable in equal installments on the same pay schedule as in effect at the time of termination over a period of twelve (12) months from the date of termination. Employee shall also be entitled to a one-time, lump-sum payment of premiums

for COBRA insurance benefits (for coverage in place at the time of termination), less taxes and other required withholding, and the continuation of the financial, tax and estate planning services (on the then-existing terms and conditions), through the period during which Employee is receiving Special Severance. In addition, the Company shall offer to provide, at Company expense, up to one (1) year of outplacement services through a professional outplacement firm of the Company's choosing.

(i) Conditions on Receiving Special Severance. Notwithstanding anything else to the contrary, it is expressly understood that any obligation of the Company to pay Special Severance pursuant to this Agreement shall be subject to Employee's continued compliance with the terms and conditions of Sections 8 and 11; Employee's continued forbearance from directly, indirectly or in any other way, disparaging the Company, its officers or employees, vendors, customers, products or activities, or otherwise interfering with the Company's press, public and media relations; and Employee's execution, prior to receiving any Special Severance, of an effective release in the form attached hereto as Exhibit B within the time period set forth therein (but in no event later than sixty (60) days after the date of termination of employment). Additionally, none of the Special Severance benefits will be paid or otherwise delivered prior to the effective date of the release, so that amounts otherwise payable prior to the release effective date will accrue and be paid as soon as administratively practicable, except as required by Subsection 7(h) below. Employee agrees that payment of Special Severance pursuant to this subsection shall be in lieu of, and not in addition to, any other payment that Employee might otherwise be entitled to, including, but not limited to, payments under any state or federal Worker Adjustment and Retraining Notification Act, any similar statute, or as provided for under common law.

(c) Incentive Payments. In the event of a termination pursuant to Subsection 7(a) of this Agreement, Employee shall also be offered the opportunity to receive Incentive Payments in a total amount equal to 0.500 times the sum of Employee's most recent annual base salary and target incentive, payable in equal installments on the same pay schedule in effect at the time of termination over a period of twelve (12) months from the date of termination.

(i) Terms and Conditions for Incentive Payments. Employee may receive Incentive Payments so long as Employee chooses not to engage (whether as an owner, employee, agent, consultant, or in any other capacity) in any business or venture that competes with the business of the Company or any of its affiliates. If Employee chooses to engage in such activities, then the Company shall have no obligation to make further Incentive Payments commencing upon the date which Employee chooses to do so.

(ii) Sole Consideration. Employee and the Company agree and acknowledge that the sole and exclusive consideration for the Incentive Payments is Employee's forbearance as described in Subsection 7(c)(i) above. In the event that Subsection 7(c)(i) is deemed unenforceable or invalid for any reason, then the Company will have no obligation to make Incentive Payments for the period of time during which it has been deemed unenforceable or invalid. The obligations and duties of this Subsection 7(c) shall be separate and distinct from the other obligations and duties set forth in this Agreement, and any finding of invalidity or unenforceability of this Subsection 7(c) shall have no effect upon the validity or invalidity of the other provisions of this Agreement.

(d) Treatment of Special Severance and Incentive Payments. Any Special Severance and Incentive Payments shall be subject to usual and customary employee payroll practices and all applicable withholding requirements.

(e) Termination by the Company for Substantial Cause or by Employee Without Good Reason. Employee's employment under this Agreement may be terminated immediately and at any time by the Company for substantial cause or by Employee without good reason. In the event of such a termination, Employee shall be entitled to receive (i) any compensation accrued and unpaid as of the

date of termination; and (ii) no other severance. "Substantial cause" shall mean Employee's (1) failure to substantially perform Employee's duties; (2) material breach of this Agreement; (3) misconduct, including but not limited to, use or possession of illegal drugs during work and/or any other action that is damaging or detrimental in a significant manner to the Company; (4) conviction of, or plea of guilty or *nolo contendere* to, a felony; or (5) failure to cooperate with, or any attempt to obstruct or improperly influence, any investigation authorized by the Board of Directors or any governmental or regulatory agency.

(f) Termination by Mutual Agreement of the Parties. Employee's employment pursuant to this Agreement may be terminated at any time upon the mutual agreement in writing of the parties. Any such termination of employment shall have the consequences specified in such agreement.

(g) Other. Except for the amounts specifically provided pursuant to this Section 7, Employee shall not be entitled to any further compensation, incentive, damages, restitution, relocation benefits, or other severance benefits upon termination of employment. The amounts payable to Employee pursuant to these Sections shall not be treated as damages, but as compensation to which Employee may be entitled by reason of termination of employment under the applicable circumstances. The Company shall not be entitled to set off against the amounts payable to Employee pursuant to this Section 7 any amounts earned by Employee in other employment after termination of Employee's employment with the Company pursuant to this Agreement, or any amounts which might have been earned by Employee in other employment had Employee sought such other employment. The provisions of this Section 7 shall not limit Employee's rights under or pursuant to any other agreement or understanding with the Company regarding any pension, insurance or other employee benefit plan of the Company to which Employee is entitled pursuant to the terms of such plan.

(h) Compliance with Section 409A. Each installment of severance benefits is a separate "payment" for purposes of Section 409A of the Internal Revenue Code of 1986 and the regulations governing Section 409A (collectively "Section 409A"), and the severance benefits are intended to satisfy the exemptions under Section 409A. It is intended that if Employee is a "specified employee" within the meaning of Section 409A at the time of a separation from service, then, to the extent necessary, the severance benefits will not be paid until at least six (6) months after separation from service.

(i) Pre-Termination Rights. The Company shall have the right, at its option, to require Employee to vacate Employee's office or otherwise remain off the Company's premises and to cease any and all activities on the Company's behalf without such action constituting a termination of employment or a breach of this Agreement.

(j) Forfeiture.

(i) If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of the intentional misconduct or gross negligence of the Employee, with any financial reporting requirement under the United States securities laws, then the Employee shall forfeit and reimburse the Company for all of the following: (i) any incentive or incentive compensation paid based upon such erroneously stated financial information, (ii) any incentive or incentive compensation or equity compensation received by Employee during the twelve (12) month period following the earlier of the first public issuance or filing with the SEC of the financial document embodying the financial reporting requirement, (iii) any profits realized from the sale of Company securities during that same twelve (12) month period, (iv) if Employee is terminated or has been terminated, the right to receive Special Severance and Incentive Payments, and (v) if Employee is terminated or has been terminated, any unvested and/or unexercised long-term incentive compensation awards.

(ii) If the Employee is one of the persons subject to automatic forfeiture under Section 304 of the Sarbanes-Oxley Act of 2002 (i.e. the Chief Executive Officer or Chief Financial Officer) and the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of misconduct (within the meaning of said Section 304, but other than as a result of Employee's intentional misconduct or gross negligence, which is governed by the preceding subsection), with any financial reporting requirement under the United States securities laws, then the Employee shall forfeit and reimburse the Company for all of the following: (i) any incentive or incentive compensation or equity compensation received by Employee during the twelve (12) month period following the earlier of the first public issuance or filing with the SEC of the financial document embodying the financial reporting requirement and (ii) any profits realized from the sale of Company securities during that same twelve (12) month period.

(iii) Employee acknowledges that Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, among other things, requires the United States Securities and Exchange Commission to direct the national securities exchanges to prohibit the continued listing of the securities of an issuer unless the issuer develops and implements a policy providing, among other things, for the recovery of certain erroneously awarded compensation. Upon the Company's adoption of such a policy, Employee agrees that this Agreement shall be automatically amended without any further consideration to incorporate the recovery provisions set forth in the policy. Upon the request of the Company, Employee agrees without further consideration to execute an amendment evidencing the incorporation of said provisions into this Agreement.

(iv) No forfeiture or recovery of compensation under this subsection (j) shall constitute an event giving rise to Employee's right to terminate this Agreement for Good Reason.

8. OTHER EMPLOYEE DUTIES AND OBLIGATIONS.

In addition to any other duties and obligations set forth in this Agreement, Employee shall be obligated as follows:

(a) Compliance. Employee shall be required to comply with all policies and procedures of the Company as such shall be adopted, modified or otherwise established by the Company from time to time, including, but not limited to, the Company's Code of Conduct. While employed by the Company pursuant to this Agreement, or while receiving severance, incentive or other payments or consideration from the Company following termination of this Agreement, Employee shall

disclose in writing to the Company's General Counsel any conviction of, or plea of guilty or *nolo contendere* to, a felony.

(b) Trade Secrets and Confidential Information.

(i) As used in this Agreement, the term "Trade Secrets and Confidential Information" means information, whether written or oral, not generally available to the public, regardless of whether it is suitable to be patented, copyrighted and/or trademarked, which is received from the Company and/or its affiliates, either directly or indirectly, including but not limited to concepts, ideas, plans and strategies involved in the Company's and/or its affiliates' products, the processes, formulae and techniques disclosed by the Company and/or its affiliates to Employee or observed by Employee, the designs, inventions and innovations and related plans, strategies and applications which Employee develops during the term of this Agreement in connection with the work performed by Employee for the Company and/or its affiliates; and third party information which the Company and/or its affiliates has/have agreed to keep confidential.

(ii) While employed by the Company, Employee will have access to and become familiar with Trade Secrets and Confidential Information. Employee acknowledges that Trade Secrets and Confidential Information are owned and shall continue to be owned solely by the Company and/or its affiliates. Employee agrees that Employee will not, at any time, whether during or subsequent to Employee's employment by the Company and/or its affiliates, use or disclose Trade Secrets and Confidential Information for any competitive purpose or divulge the same to any person other than the Company or persons with respect to whom the Company has given its written consent, unless Employee is compelled to make disclosure by governmental process. In the event Employee believes that Employee is legally required to disclose any Trade Secrets or Confidential Information, Employee shall give reasonable notice to the Company prior to disclosing such information and shall assist the Company in taking such legally permissible steps as are reasonable and necessary to protect the Trade Secrets or Confidential Information, including, but not limited to execution by the receiving party of a non-disclosure agreement in a form acceptable to the Company.

(iii) Employee agrees to execute such secrecy, non-disclosure, patent, trademark, copyright and other proprietary rights agreements, if any, as the Company may from time to time reasonably require.

(iv) The provisions of this Subsection 8(b) shall survive the termination of this Agreement and shall be binding upon Employee in perpetuity.

(c) Assignment of Rights.

(i) As used in this Agreement, "Designs, Inventions and Innovations," whether or not they have been patented, trademarked, or copyrighted, include, but are not limited to designs, inventions, innovations, ideas, improvements, processes, sources of and uses for materials, apparatus, plans, systems and computer programs relating to the design, manufacture, use, marketing, distribution and management of the Company's and/or its affiliates' products.

(ii) As a material part of the terms and understandings of this Agreement, Employee agrees to assign to the Company all Designs, Inventions and Innovations developed, conceived and/or reduced to practice by Employee, alone or with anyone else, in connection with the work performed by Employee for the Company during Employee's employment with the Company, regardless of whether they are suitable to be patented, trademarked and/or copyrighted.

(iii) Employee agrees to disclose in writing to the President of the Company any Design, Invention or Innovation relating to the business of the Company and/or its affiliates, which Employee develops, conceives and/or reduces to practice in connection with any work performed by Employee for the Company, either alone or with anyone else, while employed by the Company and/or within twelve (12) months of the termination of employment. Employee shall disclose all Designs, Inventions and Innovations to the Company, even if Employee does not believe that Employee is required under this Agreement, or pursuant to California Labor Code Section 2870, to assign Employee's interest in such Design, Invention or Innovation to the Company. If the Company and Employee disagree as to whether or not a Design, Invention or Innovation is included within the terms of this Agreement, it will be the responsibility of Employee to prove that it is not included.

(iv) Pursuant to California Labor Code Section 2870, the obligation to assign as provided in this Agreement does not apply to any Design, Invention or Innovation to the extent such obligation would conflict with any state or federal law. The obligation to assign as provided in this Agreement does not apply to any Design, Invention or Innovation that Employee developed entirely on Employee's own time without using the Company's equipment, supplies, facilities or Trade Secrets and Confidential Information, except those Designs, Inventions or Innovations that either relate at the time of conception or reduction to practice to the Company's and/or its affiliates' business, or actual or demonstrably anticipated research of the Company and/or its affiliates; or result from any work performed by Employee for the Company and/or its affiliates.

(v) Employee agrees that any Design, Invention and/or Innovation which is required under the provisions of this Agreement to be assigned to the Company shall be the sole and exclusive property of the Company. Upon the Company's request, at no expense to Employee, Employee shall execute any and all proper applications for patents, copyrights and/or trademarks, assignments to the Company, and all other applicable documents, and will give testimony when and where requested to perfect the title and/or patents (both within and without the United States) in all Designs, Inventions and Innovations belonging to the Company.

(vi) The provisions of this Subsection 8(c) shall survive the termination of this Agreement and shall be binding upon Employee in perpetuity.

(d) Competing Business. To the fullest extent permitted by law, Employee agrees that, while employed by the Company, Employee will not, directly or indirectly (whether as employee, agent, consultant, holder of a beneficial interest, creditor, or in any other capacity), engage in any business or venture which conflicts with Employee's duties under this Agreement, including services that are directly or indirectly in competition with the business of the Company or any of its affiliates, or have any interest in any person, firm, corporation, or venture which engages directly or indirectly in competition with the business of the Company or any of its affiliates. For purposes of this section, the ownership of interests in a broadly based mutual fund shall not constitute ownership of the stocks held by the fund.

(e) Other Employees. Except as may be required in the performance of Employee's duties hereunder, Employee shall not cause or induce, or attempt to cause or induce, any person now or hereafter employed by the Company or any of its affiliates to terminate such employment. This obligation shall remain in effect while Employee is employed by the Company and for a period of one (1) year thereafter.

(f) Suppliers. While employed by the Company, and for one (1) year thereafter, Employee shall not cause or induce, or attempt to cause or induce, any person or firm supplying goods, services or credit to the Company or any of its affiliates to diminish or cease furnishing such goods, services or credit.

(g) Conflict of Interest. While employed by the Company, Employee shall comply with all Company policies regarding actual or apparent conflicts of interest with respect to Employee's duties and obligations to the Company.

(h) Non-Disparagement. While employed by the Company, and for one (1) year thereafter, Employee shall not in any way undertake to harm, injure or disparage the Company, its officers, directors, employees, agents, affiliates, vendors, products, or customers, or their successors, or in any other way exhibit an attitude of hostility toward them.

(i) Surrender of Equipment, Books and Records. Employee understands and agrees that all equipment, books, records, customer lists and documents connected with the business of the Company and/or its affiliates are the property of and belong to the Company. Under no circumstances shall Employee remove from the Company's facilities any of the Company's and/or its affiliates' equipment, books, records, documents, lists or any copies of the same without the Company's permission, nor shall Employee make any copies of the Company's and/or its affiliates' books, records, documents or lists for use outside the Company's office except as specifically authorized by the Company. Employee shall return to the Company and/or its affiliates all equipment, books, records, documents and customer lists belonging to the Company and/or its affiliates upon termination of Employee's employment with the Company.

9. RIGHTS UPON A CHANGE IN CONTROL.

(a) Notwithstanding anything in this Agreement to the contrary, if upon or at any time during the term of this Agreement there is a Termination Event (as defined below) that occurs within one (1) year following any Change in Control (as defined in Exhibit A), Employee shall be treated as if Employee had been terminated by the Company without substantial cause pursuant to Subsection 7(a).

(b) A "Termination Event" shall mean the occurrence of any one or more of the following, and in the absence of Employee's death, or any of the factors enumerated in Subsection 7(e) providing for termination by the Company for substantial cause:

(i) the termination or material breach of this Agreement by the Company;

(ii) a failure by the Company to obtain the assumption of this Agreement by any successor to the Company or any assignee of all or substantially all of the Company's assets or business;

(iii) any material diminishment in the title, position, duties, responsibilities or status that Employee had with the Company, as a publicly traded entity, immediately prior to the Change in Control;

(iv) any reduction, limitation or failure to pay or provide any of the compensation, reimbursable expenses, long-term incentive compensation awards, incentive programs, or other benefits or perquisites provided to Employee under the terms of this Agreement or any other agreement or understanding between the Company and Employee, or pursuant to the Company's policies and past practices as of the date immediately prior to the Change in Control; or

(v) any requirement that Employee relocate or any assignment to Employee of duties that would make it unreasonably difficult for Employee to maintain the principal residence Employee had immediately prior to the Change in Control.

(c) Special Severance in the Event of a Termination Pursuant to Section 9. In the event of a termination pursuant to Section 9 of this Agreement, then Special Severance shall consist of a total amount equal to 1.000 times the sum of the Employee's most recent annual base salary and annual target incentive, payable in equal installments on the same pay schedule as in effect at the time of termination over a period of twenty-four (24) months from the date of termination. All such Special Severance shall be subject to the provisions of Subsection 7(b).

(d) Incentive Payments in the Event of a Termination Pursuant to Section 9. In the event of a termination pursuant to Section 9 of this Agreement, Employee shall be offered the opportunity to receive Incentive Payments in a total amount equal to 1.000 times the sum of Employee's most recent annual base salary and annual target incentive, payable in equal installments on the same pay schedule as in effect at the time of termination over a period of twenty-four (24) months from the date of termination. All such Incentive Payments shall be subject to the provisions of Subsection 7(c).

(e) To the extent that any or all of the payments and benefits provided for in this Agreement and pursuant to any other agreements with Employee constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code (the "Code") and, but for this Section 9, would be subject to the excise tax imposed by Section 4999 of the Code, then the aggregate amount of such payments and benefits shall be reduced by the minimum amounts necessary to equal one dollar less than the amount which would result in such payments and benefits being subject to such excise tax. The reduction, unless the employee elects otherwise, shall be in such order that provides employee with the greatest after-tax amount possible. All determinations required to be made under this Section 9, including whether a payment would result in a parachute payment and the assumptions to be utilized in arriving at such determination, shall be made by a nationally recognized accounting firm agreed to by the Company and Employee. The Company shall pay the cost of the accounting firm, and the accounting firm shall provide detailed supporting calculations both to the Company and the Employee. The determination of the accounting firm shall be final and binding upon the Company and the Employee, except that if, as a result of subsequent events or conditions (including a subsequent payment or the absence of a subsequent payment or a determination by the Internal Revenue Service or applicable court), it is determined that the excess parachute payments, excise tax or any reduction in the amount of payments and benefits, is or should be other than as determined initially, an appropriate adjustment shall be made, as applicable, to reflect the final determination.

10. MISCELLANEOUS.

(a) Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors and assigns of the Company. Employee shall have no right to assign Employee's rights, benefits, duties, obligations or other interests in this Agreement, it being understood that this Agreement is personal to Employee.

(b) Entire Understanding. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof, and no other representations, warranties or agreements whatsoever as to that subject matter have been made by Employee or the Company. This Agreement shall not be modified, amended or terminated except by another instrument in writing executed by the parties hereto. As of the Effective Date, except as otherwise explicitly provided herein, this Agreement replaces and supersedes any and all prior understandings or agreements between Employee and the Company regarding employment.

(c) Notices. Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed properly given when actually received or within five (5) days of mailing by certified or registered mail, postage prepaid, to Employee at the address currently on file with the Company, and to the Company at:

Company: Topgolf Callaway Brands Corp.
2180 Rutherford Road
Carlsbad, California 92008
Attn: General Counsel

or to such other address as Employee or the Company may from time to time furnish, in writing, to the other.

(d) Headings. The headings of the several sections and paragraphs of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

(e) Waiver. Failure of either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision or a waiver of the provision itself.

(f) Applicable Law. This Agreement shall constitute a contract under the internal laws of the State of California and shall be governed and construed in accordance with the laws of said state as to both interpretation and performance.

(g) Severability. In the event any provision or provisions of this Agreement is or are held invalid, the remaining provisions of this Agreement shall not be affected thereby.

(h) Advertising Waiver. Employee agrees to permit the Company and/or its affiliates, and persons or other organizations authorized by the Company and/or its affiliates, to use, publish and distribute advertising or sales promotional literature concerning the products of the Company and/or its affiliates, or the machinery and equipment used in the manufacture thereof, in which Employee's name and/or pictures of Employee taken in the course of Employee's provision of services to the Company and/or its affiliates, appear. Employee hereby waives and releases any claim or right Employee may otherwise have arising out of such use, publication or distribution.

(i) Counterparts. This Agreement may be executed in one or more counterparts which, when fully executed by the parties, shall be treated as one agreement.

11. IRREVOCABLE ARBITRATION OF DISPUTES.

(a) Employee and the Company agree that any dispute, controversy or claim arising hereunder or in any way related to this Agreement, its interpretation, enforceability, or applicability, or relating to Employee's employment, or the termination thereof, that cannot be resolved by mutual agreement of the parties shall be submitted to binding arbitration. This includes, but is not limited to, alleged violations of federal, state and/or local statutes, claims based on any purported breach of duty arising in contract or tort, including breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy, violation of any statutory, contractual or common law rights, but excluding workers' compensation, unemployment matters, or any matter falling within the jurisdiction of the state Labor Commissioner. The parties agree that arbitration is the parties' only recourse for such claims and hereby waive the right to pursue such claims in any other forum, unless otherwise provided by law. Any court action involving a dispute which is not subject to arbitration shall be stayed pending arbitration of arbitrable disputes.

(b) Employee and the Company agree that the arbitrator shall have the authority to issue provisional relief. Employee and the Company further agree that each has the right, pursuant to California Code of Civil Procedure section 1281.8, to apply to a court for a provisional remedy in connection with an arbitrable dispute so as to prevent the arbitration from being rendered ineffective.

(c) Any demand for arbitration shall be in writing and must be communicated to the other party prior to the expiration of the applicable statute of limitations.

(d) The arbitration shall be administered by JAMS pursuant to its Employment Arbitration Rules and Procedures. The arbitration shall be conducted in San Diego by a former or retired judge or attorney with at least 10 years' experience in employment-related disputes, or a non-attorney with like experience in the area of dispute, who shall have the power to hear motions, control discovery, conduct hearings and otherwise do all that is necessary to resolve the matter. The parties must mutually agree on the arbitrator. If the parties cannot agree on the arbitrator after their best efforts, an arbitrator will be selected from JAMS pursuant to its Employment Arbitration Rules and Procedures. The Company shall pay the costs of the arbitrator's fees.

(e) The arbitration will be decided upon a written decision of the arbitrator stating the essential findings and conclusions upon which the award is based. The arbitrator shall have the authority to award damages, if any, to the extent that they are available under applicable law(s). The arbitration award shall be final and binding and may be entered as a judgment in any court having competent jurisdiction. Either party may seek review pursuant to California Code of Civil Procedure Section 1286, et seq.

(f) It is expressly understood that the parties have chosen arbitration to avoid the burdens, costs and publicity of a court proceeding, and the arbitrator is expected to handle all aspects of the matter, including discovery and any hearings, in such a way as to minimize the expense, time, burden and publicity of the process, while assuring a fair and just result. In particular, the parties expect that the arbitrator will limit discovery by controlling the amount of discovery that may be taken (e.g., the number of depositions or interrogatories) and by restricting the scope of discovery only to those matters clearly relevant to the dispute. However, at a minimum, each party will be entitled to at least one (1) deposition and shall have access to essential documents and witnesses as determined by the arbitrator.

(g) The provisions of this Section shall survive the termination of the Agreement and shall be binding upon the parties.

THE PARTIES HAVE READ SECTION 11 AND IRREVOCABLY AGREE TO ARBITRATE ANY DISPUTE IDENTIFIED ABOVE.

/s/ AD (Employee)

/s/ BL (Company)

12. **COOPERATION.** At the request of the Company, Employee agrees to cooperate with the Company's reasonable requests for assistance removing Employee's name from corporate boards, other corporate documents, bank accounts and the like, including, but not limited to, signing documents and taking other action as requested by the Company. By taking such actions in response to the request of

the Company, Employee is not forfeiting any right to indemnity or defense that may be afforded to Employee under Delaware or other applicable laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the date first written above.

EMPLOYEE

COMPANY

Topgolf Callaway Brands Corp.,
a Delaware corporation

/s/ Angela Deskins _____ By: /s/ Brian P. Lynch _____
Angela Deskins Brian P. Lynch, Executive Vice President,
Chief Financial Officer

CHANGE IN CONTROL

A "Change in Control" means the following and shall be deemed to occur if any of the following events occurs:

1. Any person, entity or group, within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act") but excluding the Company and its subsidiaries and any employee benefit or stock ownership plan of the Company or its subsidiaries and also excluding an underwriter or underwriting syndicate that has acquired the Company's securities solely in connection with a public offering thereof (such person, entity or group being referred to herein as a "Person") becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either the then outstanding shares of Common Stock or the combined voting power of the Company's then outstanding securities entitled to vote generally in the election of directors; or

2. Individuals who, as of the effective date hereof, constitute the Board of Directors of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board of Directors of the Company, provided that any individual who becomes a director after the effective date hereof whose election, or nomination for election by the Company's shareholders, is approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered to be a member of the Incumbent Board unless that individual was nominated or elected by any Person having the power to exercise, through beneficial ownership, voting agreement and/or proxy, 20% or more of either the outstanding shares of Common Stock or the combined voting power of the Company's then outstanding voting securities entitled to vote generally in the election of directors, in which case that individual shall not be considered to be a member of the Incumbent Board unless such individual's election or nomination for election by the Company's shareholders is approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board; or

3. Consummation by the Company of the sale, lease, exchange or other disposition, in one transaction or a series of transactions, by the Company of all or substantially all of the Company's assets or a reorganization or merger or consolidation of the Company with any other person, entity or corporation, other than

(a) a reorganization or merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto (or, in the case of a reorganization or merger or consolidation that is preceded or accomplished by an acquisition or series of related acquisitions by any Person, by tender or exchange offer or otherwise, of voting securities representing 5% or more of the combined voting power of all securities of the Company, immediately prior to such acquisition or the first acquisition in such series of acquisitions) continuing to represent, either by remaining outstanding or by being converted into voting securities of another entity, more than 50% of the combined voting power of the voting securities of the Company or such other entity outstanding immediately after such reorganization or merger or consolidation (or series of related transactions involving such a reorganization or merger or consolidation), or

(b) a reorganization or merger or consolidation effected to implement a recapitalization or reincorporation of the Company (or similar transaction) that does not result in a material change in beneficial ownership of the voting securities of the Company or its successor; or

4. Approval by the shareholders of the Company or an order by a court of competent jurisdiction of a plan of complete liquidation or dissolution of the Company.

RELEASE OF CLAIMS – GENERAL RELEASE

This Release of Claims – General Release ("Release") is effective as of the date provided for in Section 10 below and is made by and between _____ ("Employee"), pursuant to the Officer Employment Agreement (the "Agreement") to which this document is attached, and **Topgolf Callaway Brands Corp.** (the "Company"), a Delaware corporation. This Release is entered into in light of the fact that Employee's employment with the Company will terminate and Employee will be eligible to receive Special Severance pursuant to Section 7 of the Agreement.

1. Consideration. In consideration for the payment of Special Severance, Employee agrees to the terms and provisions set forth in this Release.

2. Release.

(a) Employee hereby irrevocably and unconditionally releases and forever discharges the Company, its predecessors, successors, subsidiaries, affiliates and benefit plans, and each and every past, present and future officer, director, employee, representative and attorney of the Company, its, predecessors, successors, subsidiaries, affiliates and benefit plans, and their successors and assigns (collectively referred to herein as the "Releasees"), from any, every, and all charges, complaints, claims, causes of action, and lawsuits of any kind whatsoever, including, to the extent permitted under the law, all claims which Employee has against the Releasees, or any of them, arising from or in any way related to circumstances or events arising out of Employee's employment by the Company, including, but not limited to, harassment, discrimination, retaliation, failure to progressively discipline Employee, termination of employment, violation of state and/or federal wage and hour laws, violations of any notice requirement, violations of the California Labor Code, or breach of any employment agreement, together with any and all other claims Employee now has or may have against the Releasees through and including Employee's date of termination from the Company, provided, however, that Employee does not waive or release the right to enforce the Agreement, the right to enforce any stock option, restricted stock, retirement, welfare or other benefit plan, agreement or arrangement, or any rights to indemnification or reimbursement, whether pursuant to charter and by-laws of the Company or its affiliates, applicable state laws, D&O insurance policies, or otherwise. EMPLOYEE ALSO SPECIFICALLY AGREES AND ACKNOWLEDGES THAT EMPLOYEE IS WAIVING ANY RIGHT TO RECOVERY AGAINST RELEASEES BASED ON STATE OR FEDERAL AGE, SEX, PREGNANCY, RACE, COLOR, NATIONAL ORIGIN, MARITAL STATUS, RELIGION, VETERAN STATUS, DISABILITY, SEXUAL ORIENTATION, MEDICAL CONDITION OR OTHER ANTI-DISCRIMINATION LAWS, INCLUDING, WITHOUT LIMITATION, TITLE VII, THE AMERICANS WITH DISABILITIES ACT, THE CALIFORNIA FAIR HOUSING AND EMPLOYMENT ACT, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE FAMILY MEDICAL RIGHTS ACT, THE CALIFORNIA FAMILY RIGHTS ACT OR BASED ON THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OR THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, ALL AS AMENDED, WHETHER SUCH CLAIM BE BASED UPON AN ACTION FILED BY EMPLOYEE OR A GOVERNMENTAL AGENCY.

(b) Employee understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, *et seq.*) that may arise after the date this Release is executed are not waived. Nothing in this Release shall be construed to prohibit Employee from exercising Employee's right to file a charge with the Equal Employment Opportunity Commission or from participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission.

(c) Employee understands and agrees that if Employee files such a charge, the Company has the right to raise the defense that the charge is barred by this Release.

3. Section 1542 of Civil Code. Employee also waives all rights under Section 1542 of the Civil Code of the State of California. Section 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

4. Governing Law. This Release shall be construed and enforced in accordance with the internal laws of the State of California.

5. Binding Effect. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. Irrevocable Arbitration of Disputes.

(a) Employee and the Company agree that any dispute, controversy or claim arising hereunder or in any way related to this Release, its interpretation, enforceability, or applicability, or relating to Employee's employment, or the termination thereof, that cannot be resolved by mutual agreement of the parties shall be submitted to binding arbitration. This includes, but is not limited to, alleged violations of federal, state and/or local statutes, claims based on any purported breach of duty arising in contract or tort, including breach of contract, breach of the covenant of good faith and fair dealing, violation of public policy, violation of any statutory, contractual or common law rights, but excluding workers' compensation, unemployment matters, or any matter falling within the jurisdiction of the state Labor Commissioner. The parties agree that arbitration is the parties' only recourse for such claims and hereby waive the right to pursue such claims in any other forum, unless otherwise provided by law. Any court action involving a dispute which is not subject to arbitration shall be stayed pending arbitration of arbitrable disputes.

(b) Employee and the Company agree that the arbitrator shall have the authority to issue provisional relief. Employee and the Company further agree that each has the right, pursuant to California Code of Civil Procedure Section 1281.8, to apply to a court for a provisional remedy in connection with an arbitrable dispute so as to prevent the arbitration from being rendered ineffective.

(c) Any demand for arbitration shall be in writing and must be communicated to the other party prior to the expiration of the applicable statute of limitations.

(d) The arbitration shall be administered by JAMS pursuant to its Employment Arbitration Rules and Procedures. The arbitration shall be conducted in San Diego by a former or retired judge or attorney with at least 10 years' experience in employment-related disputes, or a non-attorney with like experience in the area of dispute, who shall have the power to hear motions, control discovery, conduct hearings and otherwise do all that is necessary to resolve the matter. The parties must mutually agree on the arbitrator. If the parties cannot agree on the arbitrator after their best efforts, an arbitrator will be selected from JAMS pursuant to its Employment Arbitration Rules and Procedures. The Company shall pay the costs of the arbitrator's fees.

(e) The arbitration will be decided upon a written decision of the arbitrator stating the essential findings and conclusions upon which the award is based. The arbitrator shall have the authority to award damages, if any, to the extent that they are available under applicable law(s). The arbitration award shall be final and binding and may be entered as a judgment in any court having competent jurisdiction. Either party may seek review pursuant to California Code of Civil Procedure Section 1286, et seq.

(f) It is expressly understood that the parties have chosen arbitration to avoid the burdens, costs and publicity of a court proceeding, and the arbitrator is expected to handle all aspects

of the matter, including discovery and any hearings, in such a way as to minimize the expense, time, burden and publicity of the process, while assuring a fair and just result. In particular, the parties expect that the arbitrator will limit discovery by controlling the amount of discovery that may be taken (e.g., the number of depositions or interrogatories) and by restricting the scope of discovery only to those matters clearly relevant to the dispute. However, at a minimum, each party will be entitled to at least one deposition and shall have access to essential documents and witnesses as determined by the arbitrator.

(g) The provisions of this Section shall survive the termination of the Release and shall be binding upon the parties.

THE PARTIES HAVE READ SECTION 6 AND IRREVOCABLY AGREE TO ARBITRATE ANY DISPUTE IDENTIFIED ABOVE.

_____ (Employee) _____ (Company)

7. Counterparts. This Release may be executed in one or more counterparts which, when fully executed by the parties, shall be treated as one agreement.

8. Advice of Counsel. The Company hereby advises Employee in writing to discuss this Release with an attorney before executing it. Employee further acknowledges that the Company will provide Employee twenty-one (21) days within which to review and consider this Release before signing it. Should Employee decide not to use the full twenty-one (21) days, then Employee knowingly and voluntarily waives any claims that he was not in fact given that period of time or did not use the entire twenty-one (21) days to consult an attorney and/or consider this Release.

9. Right to Revoke. The parties acknowledge and agree that Employee may revoke this Release for up to seven (7) calendar days following Employee's execution of this Release and that it shall not become effective or enforceable until the revocation period has expired. The parties further acknowledge and agree that such revocation must be in writing addressed to "General Counsel, Topgolf Callaway Brands Corp., 2180 Rutherford Road, Carlsbad, California 92008," and received no later than midnight on the seventh day following the execution of this Release by Employee. If Employee revokes this Release under this section, it shall not be effective or enforceable, and Employee will not receive the consideration described in Section 1 above.

10. Effective Date. If Employee does not revoke this Release in the timeframe specified in Section 9 above, the Release shall become effective at 12:01 a.m. on the eighth day after it is fully executed by the parties.

11. Severability. In the event any provision or provisions of this Release is or are held invalid, the remaining provisions of this Release shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Release on the dates set forth below, to be effective as of the date set forth in Section 10 above.

EMPLOYEE

COMPANY

Topgolf Callaway Brands Corp.,

a Delaware corporation

EXHIBIT ONLY – DO NOT SIGN AT THIS TIME

[Officer's Name] [Authorized Signer] By: _____

FIRST AMENDMENT TO OFFICER EMPLOYMENT AGREEMENT

This First Amendment to Officer Employment Agreement ("First Amendment") is effective January 1, 2026, between **Topgolf Callaway Brands Corp.**, a Delaware corporation (the "Company") and **Angela Deskins** ("Employee").

A. The Company and Employee are parties to that certain Officer Employment Agreement entered into as of September 29, 2025 (the "Agreement").

B. The Company and Employee desire to amend the Agreement pursuant to Section 10(b) of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other consideration, the value and sufficiency of which are acknowledged, the Company and Employee agree as follows:

1. Title. Section 2 of the Agreement is amended to read:

"TITLE. Employee shall serve as Executive Vice President, Chief People Officer of the Company. Employee's duties shall be the usual and customary duties of the offices in which Employee serves. Employee shall report to the Chief Executive Officer or such other person as the Chief Executive Officer shall designate from time to time. The Board of Directors and/or the Chief Executive Officer of the Company may change Employee's title, position and/or duties at any time."

2. Compensation. Section 4(a) of the Agreement is amended to read:

"(a) Base Salary. In accordance with the Company's usual review and pay practices, the Company agrees to pay Employee a base salary of no less than \$375,000.00 per year (prorated for any partial years of employment), payable in equal installments on regularly scheduled Company pay dates. Employee agrees that the Company may increase Employee's base salary without requiring an amendment of this Agreement through the use of a Personnel Action Notice."

3. But for the amendments contained herein, and any other written amendments properly executed by the parties, the Agreement shall otherwise remain unchanged.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth below, to be effective as of January 1, 2026.

EMPLOYEE

COMPANY

Topgolf Callaway Brands Corp.,

a Delaware corporation

/s/ Angela Deskins

By: /s/ Brian P. Lynch

Angela Deskins Brian P. Lynch

Executive Vice President, Chief Financial Officer

Dated: January 12, 2026

Dated: January 13, 2026

AMENDMENT NO. 2 TO CREDIT AGREEMENT

This **AMENDMENT NO. 2 TO CREDIT AGREEMENT** (this “**Amendment**”) is dated as of December 1, 2025, and entered into by and among TOPGOLF CALLAWAY BRANDS CORP., a Delaware corporation (the “**Borrower**”), BANK OF AMERICA, N.A., as administrative agent (the “**Administrative Agent**”) and the Lenders party hereto (constituting the Required Lenders), and is made with reference to that certain Credit Agreement, dated as of March 16, 2023 (as amended by Amendment No. 1, dated as of March 19, 2024 and as further amended, restated, amended and restated, supplemented or otherwise modified through the date hereof, the “**Existing Credit Agreement**”; and the Existing Credit Agreement as amended by this Amendment, the “**Amended Credit Agreement**”), by and among the Borrower, the Lenders from time to time party thereto and the Administrative Agent. Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Amended Credit Agreement.

WITNESSETH:

WHEREAS, the Borrower entered into that certain Equity Purchase Agreement, dated as of November 17, 2025 (as in effect on the date hereof, as such agreement may be amended, modified or otherwise waived in a manner that (taken as a whole) is not materially adverse to the Lenders in their capacities as such, the “**Topgolf Purchase Agreement**”), by and among the Borrower, Callaway TG Holdco Inc., a Delaware corporation (“**Topgolf Holdco**”, and together with the Borrower, the “**Sellers**”), LGP TG Aggregator, LLC, a Delaware limited liability company, as the purchaser (the “**Buyer**”) and the other parties party thereto, pursuant to which, on the terms and subject to the conditions set forth therein, the Sellers have agreed to sell to the Buyer, and the Buyer agreed to buy from the Sellers, the Purchased Equity (as defined in the Topgolf Purchase Agreement) for the Purchase Price (as defined in the Topgolf Purchase Agreement), subject to certain adjustments as provided in the Topgolf Purchase Agreement (the “**Topgolf Sale**”);

WHEREAS, (x) the Purchased Equity (as defined in the Topgolf Purchase Agreement) includes 60.0% of the Capital Stock of Topgolf International, Inc., a Delaware corporation (“**Topgolf**”) that is, as of the Amendment No. 2 Signing Date, directly or indirectly owned by the Borrower (the “**Disposed Equity**”) and (y) upon the consummation of the Topgolf Sale (including the sale of the Disposed Equity), Topgolf and each of its subsidiaries will cease to be subsidiaries and Restricted Subsidiaries, in each case, of the Borrower;

WHEREAS, the Borrower has requested an amendment to the Existing Credit Agreement pursuant to which certain provisions of the Existing Credit Agreement will be amended as set forth herein, in order to facilitate the Borrower’s consummation of the Topgolf Sale;

WHEREAS, Section 9.02 of the Existing Credit Agreement provides that the parties hereto may amend the Existing Credit Agreement for the purposes set forth herein;

WHEREAS, the Borrower has appointed BofA Securities, Inc. to act as sole lead arranger (the “**Lead Arranger**”) and sole bookrunner (the “**Bookrunner**”, and together with the Lead Arranger, the “**Amendment No. 2 Arranger**”) for this Amendment; and

WHEREAS, by executing this Amendment, the Lenders party hereto (each, a “**Consenting Lender**”), collectively constituting the Required Lenders, have consented to this Amendment and have agreed to (x) the terms of this Amendment (other than the amendments to the

Existing Credit Agreement set forth in Section 1), subject to the satisfaction (or waiver) of the conditions set forth in Section 3(A) of this Amendment and (y) the amendments to the Existing Credit Agreement set forth in Section 1, subject to the satisfaction (or waiver) of the conditions set forth in Section 3(B) of this Amendment.

Now, therefore, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

Section 1. AMENDMENTS TO EXISTING CREDIT AGREEMENT

A. Effective as of the Amendment No. 2 Effective Date, the Existing Credit Agreement (but not any of the schedules or exhibits thereto) shall be amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the underlined text (indicated textually in the same manner as the following example: underlined text) as set forth on Annex A hereto and the Lenders party hereto consent to the Amended Credit Agreement and direct the Administrative Agent to enter into such other Loan Documents and to take such other actions as the Administrative Agent determines may be necessary or desirable to give effect to the transactions contemplated hereby.

B. Effective as of the Amendment No. 2 Effective Date, Schedule 5.10 (Unrestricted Subsidiaries) to the Existing Credit Agreement will be amended and restated in its entirety with Schedule 5.10 attached hereto as Annex B.

C. Effective as of the Amendment No. 2 Effective Date, a new Schedule 6.09 to the Existing Credit Agreement will be added to the Amendment Credit Agreement in the form attached hereto as Annex C.

Section 2. CONSENT AND DIRECTION

A. Effective as of the Amendment No. 2 Signing Date, for purposes of the Existing Credit Agreement and the Amended Credit Agreement and the other Loan Documents, and notwithstanding anything to the contrary set forth in any Loan Document, the Lenders party hereto (constituting the Required Lenders) hereby consent to the Amendment No. 2 Transactions (including, without limitation, the TopGolf Release (as defined below)). Without limiting the foregoing, the Administrative Agent and the Lenders party hereto (constituting the Required Lenders) hereby agree that the consummation of the Amendment No. 2 Transactions shall not, directly or indirectly, result in the occurrence of any Default or Event of Default under the Existing Credit Agreement, the Amended Credit Agreement or any other Loan Documents.

B. Effective as of the Amendment No. 2 Signing Date, each Lender party hereto hereby irrevocably authorizes and instructs the Administrative Agent to, and the Administrative Agent shall, in each case, upon the consummation of the Topgolf Sale: release (x) (i) Topgolf and each Subsidiary thereof and (ii) Topgolf Holdco and each Subsidiary thereof (collectively, the “**Released Loan Parties**”) from their respective obligations under the Loan Guaranty and (y) any and all Liens granted to or held by the Administrative Agent under any Loan Document on (i) any property of the Released Loan Parties constituting, immediately prior to the Topgolf Sale, Collateral and (ii) any Capital Stock in any of the Released Loan Parties constituting, immediately prior to the Topgolf Sale, Collateral. This paragraph is referred to herein as the “**Topgolf Release**”.

C. As used herein “**Amendment No. 2 Transactions**” means (a) the Reorganization (as defined in the Topgolf Purchase Agreement), (b) the Topgolf Sale, (c) the TopGolf Release, (d) the designation of Topgolf Holdco and each of its Subsidiaries as an Unrestricted Subsidiary and (e) the incurrence of Indebtedness and granting of Liens by Topgolf Holdco and/or any of its Subsidiaries, in each case of clauses (a)-(e) above, substantially concurrently with the consummation of the Topgolf Sale in order to effectuate the Topgolf Sale and the transactions contemplated by the Topgolf Purchase Agreement.

Section 3. CONDITIONS PRECEDENT

A. This Amendment (other than the amendments to the Existing Credit Agreement set forth in Section 1 of this Amendment) shall become effective only upon the satisfaction (or waiver) of the following conditions precedent (the date of satisfaction of such conditions being referred to herein as the “**Amendment No. 2 Signing Date**”):

(i) The Administrative Agent (or its counsel) shall have received from each of the Borrower and the Lenders constituting the Required Lenders, either (A) a counterpart of this Amendment signed on behalf of such party or (B) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment.

(ii) The Administrative Agent shall have received a certificate relating to the Borrower, dated as of the Amendment No. 2 Signing Date, which shall (A) (x) identify by name and title and bear the signatures of the officers of the Borrower (or other authorized signatories) who are authorized to sign this Amendment or (y) certify that such officers are the same from the Amendment No. 1 Effective Date, (B) (x) contain copies of the Organizational Documents of the Borrower certified, if applicable, as of a recent date by the relevant Governmental Authority of the jurisdiction of organization of the Borrower or (y) certify there has been no changes to the Organizational Documents of the Borrower since the Amendment No. 1 Effective Date and (C) include as an attachment a good standing certificate or equivalent, if applicable, for the Borrower issued by the relevant Governmental Authority of the jurisdiction of organization of the Borrower.

(iii) The representations and warranties contained in Section 5 of this Amendment shall be true and correct in all material respects on and as of the Amendment No. 2 Signing Date, immediately after giving effect to this Amendment; provided that to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any such qualification therein) in all respects on such respective dates.

(iv) On and as of the Amendment No. 2 Signing Date, immediately after giving effect to this Amendment, no Event of Default shall have occurred and be continuing.

(v) The Administrative Agent shall have received a certificate, dated as of the Amendment No. 2 Signing Date, signed by a Responsible Officer of the Borrower, certifying that the conditions set forth in Sections 3.A(iii) and (iv) are satisfied.

(vi) To the extent invoiced with reasonable detail at least two (2) Business Days prior to the Amendment No. 2 Signing Date (except as otherwise reasonably agreed by the Borrower), all fees and expenses due to the Administrative Agent, the Amendment No. 2 Arranger and the Lenders required to be paid on the Amendment No. 2 Signing Date (including the fees and expenses of counsel for the Administrative Agent and the Amendment No. 2 Arranger) shall have been paid (or shall be paid substantially concurrently with the effectiveness of this Amendment on the Amendment No. 2 Signing Date).

(vii) No later than three Business Days in advance of the Amendment No. 2 Signing Date, the Administrative Agent shall have received all documentation and other information reasonably requested with respect to any Loan Party in writing by any Lender at least ten Business Days in advance of the Amendment No. 2 Signing Date, which documentation or other information is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

B. The amendments to the Existing Credit Agreement set forth in Section 1 of this Amendment shall automatically become effective upon the satisfaction (or waiver) of the following conditions precedent (the date of satisfaction of such conditions being referred to herein as the "**Amendment No. 2 Effective Date**"):

(i) The Amendment No. 2 Signing Date shall have occurred; and

(ii) The Topgolf Sale shall have been consummated in all material respects in accordance with the terms of the Topgolf Purchase Agreement after giving effect to any modifications, amendments, consents or waivers not prohibited by this Amendment.

C. By delivering its signature page to this Amendment to the Administrative Agent or the Borrower, the Administrative Agent and each Lender party hereto shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender.

Section 4. AMENDMENT NO. 2 CONSENT FEE

A. In consideration of the agreement of each Lender party hereto to consent to the consents, directions and amendments to the Existing Credit Agreement set forth in to Section 1 of this Amendment, the Borrower hereby agrees to pay (or cause to be paid), to the Administrative Agent, on the Amendment No. 2 Signing Date, for the ratable account of each Consenting Lender that holds Initial Term Loans as of the Amendment No. 2 Signing Date, in immediately available funds, a non-refundable consent fee (the "**Amendment No. 2 Consent Fee**") in an amount equal to 0.05% of the aggregate principal amount of the Initial Term Loans of such Consenting Lender that are outstanding on the Amendment No. 2 Signing Date, the full amount of which shall be fully earned and payable on, and subject to the occurrence of, the Amendment No. 2 Signing Date. The Amendment No. 2 Consent Fee shall be payable in U.S. dollars in immediately available funds to the Administrative Agent, for the account of each Lender party hereto. The Amendment No. 2 Consent Fee shall not be refundable for any reason whatsoever and shall be in addition to any other fees, costs and expenses payable pursuant to this Amendment.

Section 5. REPRESENTATIONS AND WARRANTIES

In order to induce the Administrative Agent, on behalf of the Lenders, to enter into this Amendment, the Borrower represents and warrants to each Lender and the Administrative Agent that on and as of the Amendment No. 2 Signing Date the following statements are true, correct and complete in all material respects:

A. Corporate Power and Authority. The Borrower has all requisite corporate or other organizational power and authority to enter into this Amendment and the Borrower has all requisite corporate or other organizational power and authority to carry out the transactions contemplated by, and perform its obligations under, the Amended Credit Agreement.

B. Authorization of Agreements. The Borrower has taken all necessary corporate or other organizational action to authorize the execution and delivery of this Amendment and the Borrower has taken all necessary organizational action to authorize the performance of the Amended Credit Agreement.

C. Governmental Approvals; No Conflicts. The execution and delivery of this Amendment by the Borrower and the performance of the Amended Credit Agreement by the Borrower (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) in connection with the Perfection Requirements and (iii) such consents, approvals, registrations, filings, or other actions the failure to obtain or make which could not be reasonably expected to have a Material Adverse Effect, (b) will not violate any (i) of the Borrower's Organizational Documents or (ii) Requirement of Law applicable to the Borrower which violation, in the case of this clause (b)(ii), would reasonably be expected to have a Material Adverse Effect and (c) will not violate or result in a default under any material Contractual Obligation (including the ABL Loan Documents) to which the Borrower is a party which violation, in the case of this clause (c), would reasonably be expected to result in a Material Adverse Effect.

D. Binding Obligation. This Amendment has been duly executed and delivered by each Loan Party that is party hereto and the Amended Credit Agreement constitutes a legal, valid and binding obligation of the Borrower, enforceable against each Loan Party that is a party hereto in accordance with its terms, subject to the Legal Reservations.

E. Absence of Default or Event of Default. On the Amendment No. 2 Signing Date, no Event of Default shall exist immediately after giving effect to this Amendment.

F. Representation and Warranties from Amended Credit Agreement. The representations and warranties contained in Article III of the Amended Credit Agreement shall be true and correct in all material respects on and as of the Amendment No. 2 Signing Date, immediately after giving effect to this Amendment; provided that to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

Section 6. ACKNOWLEDGEMENT AND CONSENT

The Borrower, on behalf of each Subsidiary Guarantor, by its signature below, hereby (a) expressly acknowledges the terms of this Amendment and affirms or reaffirms, as applicable, as of the Amendment No. 2 Signing Date the covenants and agreements contained in each Loan Document to which each Subsidiary Guarantor is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby, (b) affirms and confirms (i) such Subsidiary Guarantor's obligations under each of the Loan Documents to which such Subsidiary Guarantor is a party, and (ii) the pledge of and/or grant of a security interest in each Subsidiary Guarantor's assets as Collateral to secure such Obligations, all as provided in the Collateral Documents to which such Subsidiary Guarantor is a party, as originally executed by such Subsidiary Guarantor (and as the same may have otherwise been amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the Amendment No. 2 Signing Date), and acknowledges and agrees that such guarantee, pledge and/or grant continue in full force and effect in respect of, and to secure, such Obligations under the Amended Credit Agreement and the other Loan Documents, and (c) acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Subsidiary Guarantor is not required by the terms of the Existing Credit Agreement or any other Loan Document to consent to the amendments to the Existing Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Amended Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such

Subsidiary Guarantor to any future amendments to the Amended Credit Agreement. Notwithstanding the foregoing, nothing in this Section 6 shall override or negate the releases of the Released Loan Parties and the Released Collateral on the Amendment No. 2 Effective Date as contemplated by Section 1 hereof.

Section 7. MISCELLANEOUS

A. Reference to and Effect on the Existing Credit Agreement and the Other Loan Documents. On and after the Amendment No. 2 Signing Date, each reference in the Existing Credit Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import referring to the Existing Credit Agreement, and each reference in the other Loan Documents to the “Credit Agreement,” “thereunder,” “thereof” or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Amended Credit Agreement. Except as specifically amended by this Amendment, the Existing Credit Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. The parties hereto acknowledge and agree that the amendments to the Existing Credit Agreement pursuant to this Amendment and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Existing Credit Agreement and the other Loan Documents as in effect prior to the date hereof. The execution, delivery and performance of this Amendment shall not, except as expressly provided herein, constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under, the Existing Credit Agreement or any of the other Loan Documents. On or after the Amendment No. 2 Signing Date, this Amendment shall constitute a Loan Document. Upon the occurrence of the Amendment No. 2 Signing Date, the consents of the Administrative Agent and the Consenting Lenders set forth herein, including the consents to this Amendment and the consents, authorizations and instructions set forth in Section 2 above, shall be irrevocable and shall be binding upon the Administrative Agent, the Consenting Lenders and all of the other Lenders, and their respective successors and assigns, for all purposes under the Loan Documents.

B. Headings. Section and subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

C. GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AMENDMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE TERMS OF SECTIONS 9.10 AND 9.11 OF THE AMENDED CREDIT AGREEMENT ARE HEREBY INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment. Any signature to this Amendment may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

Borrower:

TOPGOLF CALLAWAY BRANDS CORP.

By: /s/ Brian Lynch

Name: Brian Lynch

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Callaway Term Loan Amendment No. 2]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Erik Truette
Name: Erik Truette
Title: Vice President

[Signature Page to Callaway Term Loan Amendment No. 2]

ANNEX A

[see attached]

CREDIT AGREEMENT

Dated as of March 16, 2023

among

TOPGOLF CALLAWAY BRANDS CORP.,
as the Borrower,
THE FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

BANK OF AMERICA, N.A.,
as Administrative Agent

BANK OF AMERICA, N.A.,
JPMORGAN CHASE BANK, N.A.,
MUFG SECURITIES AMERICAS INC.,
and
TRUIST SECURITIES, INC.,
as Joint Lead Arrangers
and Joint Bookrunners

and

JPMORGAN CHASE BANK, N.A.,
MUFG SECURITIES AMERICAS INC.,
and
TRUIST SECURITIES, INC.,
as Co-Syndication Agents

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- Exhibit I – Form of Guaranty Agreement
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- Exhibit L-4 – Form of U.S. Tax Compliance Certificate (For Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)
- Exhibit M – Form of Solvency Certificate

CREDIT AGREEMENT

CREDIT AGREEMENT, dated as of March 16, 2023 (this “Agreement”), by and among Topgolf Callaway Brands Corp., a Delaware corporation (“TCB”), the Lenders from time to time party hereto and Bank of America, N.A. (“BofA”), in its capacities as administrative agent and collateral agent for the Lenders (in its capacities as administrative and collateral agent, together with its successors and assigns in such capacities, the “Administrative Agent”), with Bank of America, N.A., JPMorgan Chase Bank, N.A., MUFG Securities Americas Inc. and Truist Securities, Inc. as joint lead arrangers and joint bookrunners, and JPMorgan Chase Bank, N.A., MUFG Securities Americas Inc. and Truist Securities, Inc., as co-syndication agents (in such capacities, collectively, the “Initial Arrangers”).

RECITALS

A. The Borrower has requested that the Lenders extend credit in the form of Initial Term Loans in an original aggregate principal amount equal to \$1,250,000,000, subject to increase as provided herein.

B. The Lenders are willing to extend such credit to the Borrower on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ABL Agent” means Bank of America, N.A., as administrative agent under the ABL Credit Agreement or any successor thereto acting in such capacity.

“ABL Credit Agreement” means that Fifth Amended and Restated Loan and Security Agreement, dated as of March 16, 2023, among the Borrower, Callaway Golf Sales Company, a California corporation, Callaway Golf Ball Operations, Inc., a Delaware corporation, OGIO International Inc., a Utah corporation, Travis Mathew Retail, LLC, a California limited liability company, travisMathew, LLC, a California limited liability company, Callaway Golf Canada Ltd., a Canada corporation, Callaway Golf Europe Ltd., a company organized under the laws of England (registered number 02756321), Callaway Golf EU B.V., a private company with limited liability incorporated under the laws of the Netherlands (registered number 86392468), the other obligors from time to time party thereto, and the financial institutions from time to time party thereto as lenders, as further amended, supplemented, restated, amended and restated, extended, refinanced, replaced, increased or otherwise modified from time to time (whether in whole or in part and whether with the same or different agents and lenders).

“ABL Intercreditor Agreement” means that certain ABL Intercreditor Agreement, dated as of the Closing Date, substantially in the form of Exhibit F hereto, as amended, supplemented, restated, amended and restated, extended or otherwise modified from time to time, by and among the Administrative Agent, the ABL Agent and the other parties thereto from time to time.

“ABL Loan Documents” has the meaning assigned to the term “Loan Documents” (or similar term) in the ABL Credit Agreement.

“ABL Priority Collateral” has the meaning assigned to such term in the ABL Intercreditor Agreement.

“ABL Revolving Credit Obligations” has the meaning assigned to the term “Revolving Credit Obligations” in the ABL Intercreditor Agreement.

“ABR”, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

“ACH” means automated clearing house transfers.

“Acquisition Ratio Debt” means Indebtedness incurred in reliance on Section 6.01(g).

“Additional Agreement” has the meaning assigned to such term in Article 8.

“Additional Term Lender” means any Lender with an Additional Term Loan Commitment or an outstanding Additional Term Loan.

“Additional Term Loan” means any term loan added pursuant to Sections 2.22, 2.23 or 9.02(c)(i).

“Additional Term Loan Commitment” means any term commitment added pursuant to Sections 2.22, 2.23 or 9.02(c)(i).

“Administrative Agent” has the meaning assigned to such term in the preamble to this Agreement.

“Administrative Questionnaire” means a customary administrative questionnaire in the form provided by the Administrative Agent.

“Adverse Proceeding” means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of the Borrower or any of its Restricted Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claim), whether pending or, to the knowledge of the Borrower or any of its Restricted Subsidiaries, threatened in writing, against or affecting the Borrower or any of its Restricted Subsidiaries or any property of the Borrower or any of its Restricted Subsidiaries.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. None of the Administrative Agent, the Arrangers, any Lender (other than any Affiliated Lender) or any of their respective Affiliates shall be considered an Affiliate of the Borrower or any subsidiary thereof.

“Affiliated Lender” means the Borrower and/or any subsidiary of the Borrower.

“Affiliated Lender Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Affiliated Lender (with the consent of any party whose consent is required by Section 9.05) and accepted by the Administrative Agent in the form of Exhibit A-2 or any other form approved by the Administrative Agent and the Borrower.

“Aggregate First Year Large Venue Location EBITDA” means (a) \$236,784,918 plus (b) the aggregate Facility EBITDA of all Mature Large Venue Locations that become Mature Large Venue Locations after the fiscal quarter ending on or around December 31, 2022 generated by such Mature Large Venue Locations in their respective first 12 full fiscal months of operation.

“Aggregate First Year Medium Venue Location EBITDA” means (a) \$26,229,735 plus (b) the aggregate Facility EBITDA of all Mature Medium Venue Locations that become Mature Medium Venue Locations after the fiscal quarter ending on or around December 31, 2022 generated by such Mature Medium Venue Locations in their respective first 12 full fiscal months of operation.

“Aggregate First Year Small Venue Location EBITDA” means (a) \$1,494,149 plus (b) the aggregate Facility EBITDA of all Mature Small Venue Locations that become Mature Small Venue Locations after the fiscal quarter ending on or around December 31, 2022 generated by such Mature Small Venue Locations in their respective first 12 full fiscal months of operation.

“Aggregate First Year Location EBITDA” means the sum of (a) Aggregate First Year Small Venue Location EBITDA, (b) Aggregate First Year Medium Venue Location EBITDA and (c) Aggregate First Year Large Venue Location EBITDA.

“Agreement” has the meaning assigned to such term in the preamble to this Credit Agreement.

“Alternate Base Rate” means, for any day, a rate per annum equal to the highest of (a) the NYFRB Rate in effect on such day plus 0.50%, (b) to the extent ascertainable, Term SOFR (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis) plus 1.00%, (c) the Prime Rate and (d) solely with respect to the Initial Term Loans, 1.00%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or Term SOFR, as the case may be, shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or Term SOFR, as the case may be.

“Amendment No. 1” means that certain Amendment No. 1 to Credit Agreement, dated as of March 19, 2024, by and among the Borrower, the Subsidiary Guarantors and the Administrative Agent.

“Amendment No. 1 Arrangers” has the meaning set forth in Amendment No. 1.

“Amendment No. 1 Effective Date” means March 19, 2024.

“Amendment No. 2” means that certain Amendment No. 2 to Credit Agreement, dated as of December 1, 2025, by and among the Borrower, the Subsidiary Guarantors, the Lenders party thereto and the Administrative Agent.

“Amendment No. 2 Arranger” has the meaning set forth in Amendment No. 2.

“Amendment No. 2 Effective Date” means December 1, 2025.

“Amendment No. 2 Transactions” has the meaning set forth in Amendment No. 2.

“Annualized New Location EBITDA” means, as applicable:

(a) for any Small Venue New Location that, as of the last day of the most recently ended Test Period, has been open less than six full fiscal months, the sum of:

(i) the actual Facility EBITDA attributable to such Small Venue New Location for the number of days such New Location has been open (the “Number of Small Venue Operating Days”) plus

(ii) (A) the quotient obtained by dividing (1) the Aggregate First Year Small Venue Location EBITDA by (2) (x) 3 plus (y) the aggregate number of Mature Small Venue Locations that become Mature Small Venue Locations after the fiscal quarter ending on or around December 31, 2022 multiplied by (B) a fraction (1) the numerator of which is (X) 365 minus (Y) such Number of Small Venue Operating Days and (2) the denominator of which is 365;

(b) for any Medium Venue New Location that, as of the last day of the most recently ended Test Period, has been open less than six full fiscal months, the sum of:

(i) the actual Facility EBITDA attributable to such Medium Venue New Location for the number of days such New Location has been open (the “Number of Medium Venue Operating Days”) plus

(ii) (A) the quotient obtained by dividing (1) the Aggregate First Year Medium Venue Location EBITDA by (2) (x) 13 plus (y) the aggregate number of Mature Medium Venue Locations that become Mature Medium Venue Locations after the fiscal quarter ending on or around December 31, 2022 multiplied by (B) a fraction (1) the numerator of which is (X) 365 minus (Y) such Number of Medium Venue Operating Days and (2) the denominator of which is 365;

(c) for any Large Venue New Location that, as of the last day of the most recently ended Test Period, has been open less than six full fiscal months, the sum of:

(i) the actual Facility EBITDA attributable to such Large Venue New Location for the number of days such New Location has been open (the “Number of Large Venue Operating Days”) plus

(ii) (A) the quotient obtained by dividing (1) the Aggregate First Year Large Venue Location EBITDA by (2) (x) 48 plus (y) the aggregate number of Mature Large Venue Locations that become Mature Large Venue Locations after the fiscal quarter ending on or around December 31, 2022 multiplied by (B) a fraction (1) the numerator of which is (X) 365 minus (Y) such Number of Large Venue Operating Days and (2) the denominator of which is 365; or

(d) for any New Location that, as of the last day of the most recently ended Test Period, has been open for at least six full fiscal months:

(i) the actual Facility EBITDA attributable to such New Location for its Applicable Months of Operation divided by

(ii) the percentage of the Aggregate First Year Location EBITDA generated by the Mature Locations during such Applicable Months of Operation.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its subsidiaries from time to time concerning or relating to bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010.

“Anti-Terrorism Laws” means any laws relating to terrorism or money laundering applicable to the Borrower or any of its subsidiaries from time to time, including the USA PATRIOT Act.

“Applicable Month of Operation” means, with respect to any Topgolf location, each full fiscal month that such Topgolf location has been open.

“Applicable Percentage” means, with respect to any Term Lender of any Class, a percentage equal to a fraction the numerator of which is the aggregate outstanding principal amount of the Term Loans and unused Additional Term Loan Commitments of such Term Lender under the applicable Class and the denominator of which is the aggregate outstanding principal amount of the Term Loans and unused Additional Term Loan Commitments of all Term Lenders under the applicable Class.

“Applicable Rate” means, with respect to any Initial Term Loan, the following percentages per annum, based on the Debt Rating as set forth below:

Applicable Rate			
Pricing Level	Moody's and S&P Debt Ratings	Applicable Rate for ABR Loans	Applicable Rate for Term SOFR Loans
1	Both Ba3 (with a stable outlook) or better and BB- (with a stable outlook) or better	1.75%	2.75%
2	Below Ba3 (with a stable outlook) or below BB- (with a stable outlook) (or if for any reason Pricing Level 1 does not apply, including if the Borrower has only one Debt Rating or the Borrower does not have any Debt Rating)	2.00%	3.00%

For the avoidance of doubt, changes in the Applicable Rate for Initial Term Loans resulting from changes in the Debt Rating shall be effective as of the date specified by the definition of "Debt Rating".

"Approved Fund" means, with respect to any Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities and is administered, advised or managed by (a) such Lender, (b) any Affiliate of such Lender or (c) any entity or any Affiliate of any entity that administers, advises or manages such Lender.

"Arrangers" means, (x) prior to the Amendment No. 1 Effective Date, the Initial Arrangers ~~and~~, (y) from and after the Amendment No. 1 Effective Date, the Initial Arrangers and the Amendment No. 1 Arrangers and (z) from and after the Amendment No. 2 Effective Date, the Initial Arrangers, the Amendment No. 1 Arrangers and the Amendment No. 2 Arranger, collectively.

"Articles of Organization" has the meaning assigned to such term in Section 4.01(d).

"Assignment Agreement" means, collectively, each Assignment and Assumption and each Affiliated Lender Assignment and Assumption.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.05), and accepted by the Administrative Agent in the form of Exhibit A-1 or any other form approved by the Administrative Agent and the Borrower.

"Available Amount" means, at any time (the "Reference Time"), an amount equal to, without duplication:

(a) the sum of:

~~(i) the greater of \$200,000,000 and 35% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period; plus~~

(i) (x) prior to the consummation of the Topgolf Sale, the greater of \$200,000,000 and 35% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (y) on or after the consummation of the Topgolf Sale, the greater of \$90,000,000 and 35% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period; plus

(ii) an amount equal to 50% of the Consolidated Net Income of the Borrower for the period (taken as one accounting period) from January 1, 2023 to the end of the Borrower's most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 5.01 at the Reference Time (which amount shall at any time not be less than zero); provided that this clause (a)(ii) shall not be available for any Restricted Payment pursuant to Section 6.04(a)(iii)(A) and/or, any Restricted Debt Payment pursuant to Section 6.04(b)(vi)(A), in each case, unless, at the time of the declaration thereof, no Event of Default under Sections 7.01(a), (f) or (g) exists; plus

(iii) the amount of any capital contribution or other proceeds of any issuance of Capital Stock (other than any amounts (x) constituting an Available Excluded Contribution Amount or proceeds of an issuance of Disqualified Capital Stock or (y) received from the Borrower or any Restricted Subsidiary) received as Cash equity by the Borrower or any of its Restricted Subsidiaries, plus the fair market value, as determined by the Borrower in good faith, of Cash Equivalents, marketable securities or other property received by the Borrower or any Restricted Subsidiary as a capital contribution or in return for any issuance of Capital Stock (other than any amounts (x) constituting an Available Excluded Contribution Amount or proceeds of any issuance of Disqualified Capital Stock or (y) received from the Borrower or any Restricted Subsidiary), in each case, during the period from and including the day immediately following the Closing Date through and including such time; plus

(iv) the aggregate principal amount of any Indebtedness or Disqualified Capital Stock, in each case, of the Borrower or any Restricted Subsidiary issued after the Closing Date (other than Indebtedness or such Disqualified Capital Stock issued to the Borrower or any Restricted Subsidiary), which has been converted into or exchanged for Capital Stock of the Borrower or any Restricted Subsidiary that does not constitute Disqualified Capital Stock, together with the fair market value of any Cash Equivalents and the fair market value (as determined by the Borrower in good faith) of any property or assets received by the Borrower or such Restricted Subsidiary upon such exchange or conversion, in each case, during the period from and including the day immediately following the Closing Date through and including such time; plus

(v) the net proceeds received by the Borrower or any Restricted Subsidiary during the period from and including the day immediately following the Closing Date through and including such time in connection with the Disposition to any Person (other than the Borrower or any Restricted Subsidiary) of any Investment made pursuant to Section 6.06(r)(i); plus

(vi) to the extent not already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the proceeds received by the Borrower or any Restricted Subsidiary during the period from and including the day immediately following the Closing Date through and including such time in connection with cash returns, cash profits, cash distributions and similar cash amounts, including cash principal repayments and interest payments of loans, in each case received in respect of any Investment made after the Closing Date pursuant to Section 6.06(r)(i); plus

(vii) an amount equal to the sum of (A) the amount of any Investments by the Borrower or any Restricted Subsidiary pursuant to Section 6.06(r)(i) in any Unrestricted Subsidiary (in an amount not to exceed the original amount of such Investment) that has

been re-designated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or is liquidated, wound up or dissolved into, the Borrower or any Restricted Subsidiary and (B) the fair market value (as determined by the Borrower in good faith) of the property or assets of any Unrestricted Subsidiary that have been transferred, conveyed or otherwise distributed (in an amount not to exceed the original amount of the Investment in such Unrestricted Subsidiary pursuant to Section 6.06(r)(i)) to the Borrower or any Restricted Subsidiary, in each case, during the period from and including the day immediately following the Closing Date through and including such time; minus

(viii) the amount of any Declined Proceeds; minus

(b) an amount equal to the sum of (i) Restricted Payments made pursuant to Section 6.04(a)(iii)(A), plus (ii) Restricted Debt Payments made pursuant to Section 6.04(b)(vi)(A), plus (iii) Investments made pursuant to Section 6.06(r)(i), in each case, after the Closing Date and prior to such time, or contemporaneously therewith.

“Available Excluded Contribution Amount” means the aggregate amount of Cash or Cash Equivalents or the fair market value of other assets or property (as determined by the Borrower in good faith) received by the Borrower or any of its Restricted Subsidiaries after the Closing Date from:

(i) contributions in respect of Qualified Capital Stock (other than any amounts received from the Borrower or any of its Restricted Subsidiaries), and

(ii) the sale of Qualified Capital Stock of the Borrower or any of its Restricted Subsidiaries (other than (x) to the Borrower or any Restricted Subsidiary of the Borrower, (y) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or (z) with the proceeds of any loan or advance made pursuant to Section 6.06(h)(ii)),

in each case, designated as an Available Excluded Contribution Amount pursuant to a certificate of a Responsible Officer on or promptly after the date on which the relevant capital contribution is made or the relevant proceeds are received, as the case may be, and which are excluded from the calculation of the Available Amount.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, rule, regulation or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Banking Services” means each and any of the following bank services: commercial credit cards, stored value cards, purchasing cards, treasury management services, netting services, overdraft protections, check drawing services, automated payment services (including depository, overdraft, controlled disbursement, ACH transactions, return items and interstate depository network services), employee credit card programs, cash pooling services and any arrangements or services similar to any of the foregoing and/or otherwise in connection with Cash management and Deposit Accounts.

“Banking Services Obligations” means any and all obligations of any Loan Party or any Restricted Subsidiary thereof, whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) (a) under any arrangement that is in effect on the Closing Date between any Loan Party or any Restricted Subsidiary thereof and any counterparty that is the Administrative Agent, a Lender or an Arranger or any Affiliate of the Administrative Agent, any Lender or any Arranger as of the Closing Date and/or (b) under any arrangement that is entered into after the Closing Date by any Loan Party or any Restricted Subsidiary thereof with any counterparty that is the Administrative Agent, a Lender or an Arranger or any Affiliate of the Administrative Agent, any Lender or any Arranger at the time such arrangement is entered into, in each case, in connection with Banking Services, in each case, for which such Loan Party or Restricted Subsidiary agrees to provide security and that has been designated to the Administrative Agent in writing by the Borrower as being a Banking Services Obligation for purposes of the Loan Documents and excluding any such arrangement if the obligations thereunder are secured under the ABL Loan Documents; it being understood that each counterparty shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03 and Section 9.10 and any applicable Intercreditor Agreement as if it were a Lender.

“Bankruptcy Code” means Title 11 of the United States Code (11 U.S.C. § 101 et seq.).

“Beneficial Ownership Certification” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“Bona Fide Debt Fund” means any debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business for financial investment purposes which is managed, sponsored or advised by any Person controlling, controlled by or under common control with (a) any competitor of the Borrower and/or any of its subsidiaries or (b) any Affiliate of such competitor, but, in each case, with respect to which no personnel involved with any investment in such Person or the management, control or operation of such Person (i) directly or indirectly makes, has the right to make or participates with others in making any investment decisions, or otherwise causing the direction of the investment policies, with respect to such debt fund, investment vehicle, regulated bank entity or unregulated entity or (ii) has access to any information (other than information that is publicly available) relating to the Borrower or its subsidiaries or any entity that forms a part of any of their respective businesses; it being understood and agreed that the term “Bona Fide Debt Fund” shall not include any Person that is a Non-Competitor DQI.

“Borrower” means TCB.

“Borrower Materials” has the meaning assigned to such term in Section 9.01(d).

“Borrowing” means any Loans of the same Type and Class made, converted or continued on the same date and, in the case of Term SOFR Loans, as to which a single Interest Period is in effect.

“Borrowing Request” means a request by the Borrower for a Borrowing in accordance with Section 2.03 and substantially in the form attached hereto as Exhibit B or such other form that is reasonably acceptable to the Administrative Agent and the Borrower.

“Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

“Business Optimization Initiative” has the meaning assigned to such term in the definition of “Consolidated Adjusted EBITDA”.

“Capital Lease” means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person; provided, that for the avoidance of doubt, the amount of obligations attributable to any Capital Lease shall be the amount thereof accounted for as a liability in accordance with GAAP.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing.

“Captive Insurance Subsidiary” means any Restricted Subsidiary of the Borrower that is subject to regulation as an insurance company (or any Restricted Subsidiary thereof).

“Cash” means money, currency or a credit balance in any Deposit Account, in each case determined in accordance with GAAP.

“Cash Equivalents” means, as at any date of determination, (a) readily marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S. government or (ii) issued by any agency or instrumentality of the U.S. the obligations of which are backed by the full faith and credit of the U.S., in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (b) readily marketable direct obligations issued by any state of the U.S. or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody’s (or, if at any time neither S&P nor Moody’s shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (c) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody’s (or, if at any time neither S&P nor Moody’s shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (d) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers’ acceptances (or similar instruments) maturing within one year after such date and issued or accepted by any Lender or by any bank organized under, or authorized to operate as a bank under, the laws of the U.S., any state thereof or the District of Columbia or any political subdivision thereof and that has capital and surplus of not less than \$75,000,000 and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (e) shares of any money market mutual fund that has (i) substantially all of its assets invested in the types of investments referred to in clauses (a) through (d) above, (ii) net assets of not less than \$250,000,000 and (iii) a rating of at least A-2 from S&P or at least P-2 from Moody’s (or, if at any time neither S&P nor Moody’s shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); and (f) solely with respect to any Captive Insurance Subsidiary, any investment that such Captive Insurance Subsidiary is not prohibited to make in accordance with applicable law.

“Cash Equivalents” shall also include (x) Investments of the type and maturity described in clauses (a) through (f) above of foreign obligors (including foreign governments), which Investments or obligors (or the parent companies thereof) have the ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (y) other short-term Investments utilized by foreign jurisdictions in accordance with normal investment practices for cash management in Investments analogous to the Investments described in clauses (a) through (f) and in this paragraph.

“CFC” means a “controlled foreign corporation” within the meaning of Section 957 of the Code.

“CFC Holdco” means (a) any direct or indirect Domestic Subsidiary substantially all of the assets of which consist of either (i) Capital Stock or (ii) Capital Stock and Indebtedness, of one or more Foreign Subsidiaries that are CFCs and (b) any direct or indirect Domestic Subsidiary substantially all of the assets of which consist of either (i) the Capital Stock or (ii) the Capital Stock and Indebtedness of one or more Persons of the type described in the immediately preceding clause (a).

“Change in Law” means (a) the adoption of any law, rule, regulation or treaty after the Closing Date, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority after the Closing Date or (c) compliance by any Lender (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date (other than any such request, guideline or directive to comply with any law, rule, regulation or treaty that was in effect on the Closing Date). For purposes of this definition and Section 2.15, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or U.S. regulatory authorities, in each case pursuant to Basel III, shall in each case described in clauses (a), (b) and (c) above, be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

“Change of Control” means the earliest to occur of (a) an event or series of events by which any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)), directly or indirectly, of 35% or more of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right), (b) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Borrower and its subsidiaries, taken as a whole, to any Person, (c) the occurrence of any “Change of Control” (or any comparable term) in any document pertaining to the ABL Credit Agreement, including any refinancings thereof or (d) the adoption of a plan relating to the liquidation or dissolution of the Borrower.

For purposes of this definition, a Person or group shall not be deemed to beneficially own voting Capital Stock subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or similar agreement related thereto) until the consummation of the acquisition of the voting Capital Stock in connection with the transactions contemplated by such agreement.

Notwithstanding the foregoing, the Topgolf Sale shall not constitute a Change of Control.

“Charge” means any fee, loss, charge, expense, cost, accrual or reserve of any kind.

“Charged Amounts” has the meaning assigned to such term in Section 9.19.

“Class”, when used with respect to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Initial Term Loans or Additional Term Loans of any series established as a separate “Class” pursuant to Section 2.22, 2.23 or 9.02(c)(i), (b) any Commitment, refers to whether such Commitment is an Initial Term Loan Commitment or an Additional Term Loan Commitment of any series established as a separate “Class” pursuant to Section 2.22, 2.23 or 9.02(c)(i), and (c) any Lender, refers to whether such Lender has a Loan or Commitment of a particular Class.

“Closing Date” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

“CME” means CME Group Benchmark Administration Limited.

“Code” means the Internal Revenue Code of 1986.

“Collateral” means any and all property of any Loan Party subject to a Lien under any Collateral Document and any and all other property of any Loan Party, now existing or hereafter acquired, that is or becomes subject to a Lien pursuant to any Collateral Document to secure the Secured Obligations. For the avoidance of doubt, in no event shall “Collateral” include any Excluded Asset.

“Collateral and Guarantee Requirement” means, at any time, subject to (x) the applicable limitations set forth in this Agreement and/or any other Loan Document and the terms of any applicable Intercreditor Agreement and (y) the time periods (and extensions thereof) set forth in Section 5.12, the requirement that:

(a) in the case of any Restricted Subsidiary that is required to become a Loan Party after the Closing Date (including by ceasing to be an Excluded Subsidiary) or that is designated as a Subsidiary Guarantor pursuant to Section 5.12(d)(vi), the Administrative Agent and its counsel shall have received (A) a Joinder Agreement, (B) if the respective Restricted Subsidiary required to comply with the requirements set forth in this definition pursuant to Section 5.12 owns registrations of or applications for U.S. Patents, Trademarks and/or Copyrights that constitute Collateral, an Intellectual Property Security Agreement in substantially the form attached to the Security Agreement, (C) a completed Perfection Certificate, (D) Uniform Commercial Code financing statements in appropriate form for filing in such jurisdictions as the Administrative Agent or its counsel may reasonably request, (E) an executed joinder to any applicable Intercreditor Agreement in substantially the form attached as an exhibit thereto and (F) all other documents and instruments required by Perfection Requirements, including stock certificates evidencing equity of such Restricted Subsidiary (if certificated) with instruments of transfer executed in blank;

(b) with respect to any Material Real Estate Asset acquired after the Closing Date, the Administrative Agent (on behalf of the Secured Parties), shall have received, in the case of clauses (b)(ii) through (b)(v) below, to the extent customary and appropriate as reasonably determined by the Administrative Agent:

(i) a Mortgage and any necessary UCC fixture filing in respect thereof;

(ii) evidence that, as applicable, (A) such Mortgage and any corresponding UCC or equivalent fixture filings have been duly recorded or filed, as applicable, and (B) all filing and recording taxes and fees have been paid or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent;

(iii) one or more fully paid policies of title insurance (the “Mortgage Policies”) in an amount reasonably acceptable to the Administrative Agent (not to exceed the fair market value of the Material Real Estate Asset covered thereby (as determined by the Borrower in good faith)) issued by a nationally recognized title insurance company in the applicable jurisdiction that is reasonably acceptable to the Administrative Agent, insuring the relevant Mortgage as having created a valid subsisting Lien on the real property described therein with the ranking or the priority which it is expressed to have in such Mortgage, subject only to Permitted Liens, together with such endorsements, coinsurance and reinsurance as the Administrative Agent may reasonably request to the extent the same are available in the applicable jurisdiction;

(iv) customary legal opinions of local counsel for the relevant Loan Party in the jurisdiction in which such Material Real Estate Asset is located and in the jurisdiction of formation of the relevant Loan Party, in each case as the Administrative Agent may reasonably request;

- (v) if required in connection with the issuance of any Mortgage Policy, a Survey; and
- (vi) the Flood Insurance Deliverables.

Notwithstanding any provision of any Loan Document to the contrary, if any mortgage tax, recording tax or similar tax or charge is owed on the entire amount of the Secured Obligations evidenced hereby, then, to the extent permitted by, and in accordance with, applicable Requirements of Law, such mortgage shall secure only the fair market value of the applicable Material Real Estate Asset at the time the Mortgage is entered into (as determined by the Borrower in good faith), which will result in a limitation of the Secured Obligations secured by the Mortgage to such amount.

“Collateral Documents” means, collectively, (i) the Security Agreement, (ii) each Mortgage, (iii) each Intellectual Property Security Agreement, (iv) any supplement to any of the foregoing delivered to the Administrative Agent pursuant to the definition of “Collateral and Guarantee Requirement”, (v) the Perfection Certificate (including any Perfection Certificate delivered to the Administrative Agent pursuant to the definition of “Collateral and Guarantee Requirement”) and (vi) each of the other instruments and documents pursuant to which any Loan Party grants a Lien on any Collateral as security for payment of the Secured Obligations.

“Commercial Tort Claim” has the meaning set forth in Article 9 of the UCC.

“Commitment” means, with respect to each Lender, such Lender’s Initial Term Loan Commitment and Additional Term Loan Commitment, as applicable, in effect as of such time.

“Commitment Schedule” means the Schedule attached hereto as Schedule 1.01(a).

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

“Communication” means this Agreement, any Loan Document and any document, any amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to any Loan Document.

“Company Competitor” means any competitor of the Borrower and/or any of its subsidiaries.

“Compliance Certificate” means a Compliance Certificate substantially in the form of Exhibit C.

“Confidential Information” has the meaning assigned to such term in Section 9.13.

“Conforming Changes” means, with respect to the use, administration of or any conventions associated with SOFR or any proposed Successor Rate or Term SOFR, as applicable, any conforming changes to the definitions of “Alternate Base Rate” and “Interest Period”, timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of “Business Day” and “U.S. Government Securities Business Day”, timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the reasonable discretion of the Administrative Agent in consultation with the Borrower, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent reasonably determines in consultation with the Borrower that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Administrative Agent reasonably determines in consultation with the Borrower is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

“Consolidated Adjusted EBITDA” means, as to any Person for any period, an amount determined for such Person on a consolidated basis equal to the total of (a) Consolidated Net Income for such period

plus (b) the sum, without duplication, of (to the extent deducted in calculating Consolidated Net Income, other than in respect of clauses (vi), (x), (xii) and (xiv) below) the amount of:

(vii) consolidated interest expense ((x) including (A) fees and expenses paid to the Administrative Agent in connection with its services hereunder, (B) other bank, administrative agency (or trustee) and financing fees, (C) costs of surety bonds in connection with financing activities (whether amortized or immediately expensed) and (D) commissions, discounts and other fees and charges owed with respect to letters of credit, bank guarantees, bankers' acceptances or any similar facilities or financing and hedging agreements and (y) prior to the consummation of the Topgolf Sale, excluding cash interest payments in respect of deemed landlord financing liabilities and Specified Capital Lease Obligations);

(viii) Taxes paid and any provision for Taxes, including income, profits, capital, state, franchise and similar Taxes, foreign withholding Taxes and foreign unreimbursed value added Taxes (including penalties and interest related to any such Tax or arising from any Tax examination, and including pursuant to any Tax sharing arrangement or any intercompany distribution) of such Person paid or accrued during such period;

(ix) total depreciation and amortization expense;

(x) any non-Cash Charge, including (A) the excess of rent expense over actual Cash rent paid, including the benefit of lease incentives (in the case of a charge) during such period due to the use of straight line rent for GAAP purposes and/or (B) any non-cash compensation Charge and/or any other non-cash Charge arising from the granting of any stock option or similar arrangement (including any profits interest), the granting of any stock appreciation right and/or similar arrangement (including any repricing, amendment, modification, substitution or change of any such stock option, stock appreciation right, profits interest or similar arrangement); provided that if any such non-Cash charge, expense or loss represents an accrual or reserve for potential Cash items in any future period, such Person may determine not to add back such non-Cash charge in the then-current period;

(xi) (A) Transaction Costs, (B) any Charge incurred in connection with the consummation of any transaction (or any transaction proposed and not consummated and whether or not permitted under this Agreement), including any issuance or offering of Capital Stock, any Investment, any acquisition, any Disposition, any recapitalization, any merger, consolidation or amalgamation, any option buyout and/or any incurrence, repayment, refinancing, amendment or modification of Indebtedness (including any amortization or write-off of debt issuance or deferred financing costs, premiums and prepayment penalties) or any similar transaction, (C) the amount of any Charge that is actually reimbursed or reimbursable by any third party pursuant to any indemnification or reimbursement provision or similar agreement or pursuant to insurance; provided that in respect of any Charge that is added back in reliance on clause (C) above, such Person in good faith expects to receive reimbursement for such fee, cost, expense or reserve within the next four Fiscal Quarters (it being understood that to the extent any reimbursement amount is not actually received within such period of four Fiscal Quarters, such reimbursement amount shall be deducted in calculating Consolidated Adjusted EBITDA for such period of four Fiscal Quarters) and (D) Public Company Costs;

(xii) if greater than zero, (A) the Annualized New Location EBITDA attributable to any New Location minus (B) the Facility EBITDA attributable to such New Location provided that this clause (vi) shall cease to apply following consummation of the Topgolf Sale;

(xiii) [reserved];

(xiv) the amount of any cost, charge, accrual, reserve and/or expense incurred or accrued in connection with any single or one-time event;

(xv) the amount of any earn-out and/or other contingent consideration (including contingent consideration accounted for as a bonus, compensation or otherwise) incurred in connection with any acquisition and/or Investment completed prior to the Closing Date and/or any Permitted Acquisition or other Investment permitted by this Agreement consummated on or after the Closing Date, in each case, which accrues or is paid during the applicable period and any adjustment of any thereof;

(xvi) pro forma “run rate” cost savings, operating expense reductions, operational improvements and synergies (net of the amount of any actual amount realized) reasonably identifiable and factually supportable (in the good faith determination of the Borrower and subject, if applicable, to certification by a Responsible Officer of the Borrower) related to (A) any asset sale, acquisition, Investment, Disposition, operating improvement, restructuring, cost saving initiative and/or other similar initiative (including any renegotiation of any contract and/or other arrangement) and any specified transaction consummated prior to the Closing Date and (B) any asset sale, acquisition, Investment, Disposition, operating improvement, restructuring, cost saving initiative and/or other similar initiative (including any renegotiation of any contract and/or other arrangement) and any specified transaction consummated on or after the Closing Date (any action or event described in clause (B), a “Business Optimization Initiative”); provided that (1) the relevant cost saving, operating expense reduction, operational improvement and/or synergy must be reasonably expected to be realized within 18 months following the date on which the Borrower or its applicable Restricted Subsidiary determines to take the relevant action and (2) the aggregate amount of such cost savings, operating expense reductions, operational improvements and synergies added back in reliance on this clause (x) shall be subject to the Specified Adjustment Cap;

(xvii) any Charge attributable to the undertaking and/or implementation of any new initiative, business optimization activity, cost savings initiative, cost rationalization program, operating expense reduction and/or synergy and/or similar initiative and/or program (including, without limitation, in connection with any integration, restructuring or transition, any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, any facility closing, consolidation, expansion, extension, reduction, opening and/or pre-opening), including the following: any inventory optimization program and/or any curtailment, any business optimization Charge, any restructuring Charge (including any Charge relating to any tax restructuring), any Charge relating to the closure or consolidation of any facility (including but not limited to rent termination costs, contract termination costs, moving costs and legal costs), any systems implementation Charge, any severance Charge, any Charge relating to entry into a new market or new product line, any Charge relating to any strategic initiative, any signing Charge, any retention or completion bonus, any expansion and/or relocation Charge, any Charge associated with any modification to any pension and post-retirement employee benefit plan, any software development Charge, any Charge associated with new systems design, any implementation Charge, any project startup Charge (including in connection with the international business, the media business, the Protracer business and other new business ventures), any Charge in connection with new operations, any Charge in connection with unused warehouse space, any Charge relating to a new contract, any consulting Charge and/or any corporate development Charge;

(xviii) proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as such Person in good faith expects to receive such proceeds within the next four Fiscal Quarters (it being understood that to the extent such proceeds are not actually received within such four-Fiscal Quarter period, such proceeds shall be

deducted in calculating Consolidated Adjusted EBITDA for such period of four Fiscal Quarters));

(xix) realized or unrealized net losses in the fair market value of any arrangement under any Hedge Agreement;

(xx) the amount of Cash actually received (or the amount of the benefit of any netting arrangement resulting in reduced Cash expenditures) during such period, and not included in Consolidated Net Income in any period, to the extent that any non-Cash gain relating to such Cash receipt or netting arrangement was deducted in the calculation of Consolidated Adjusted EBITDA pursuant to clause (c)(i) below for any previous period and not added back;

(xxi) the amount of any pre-opening expense and/or startup cost relating to the acquisition, opening and/or organizing of any new location, new market or new product line, including, without limitation, the cost of any feasibility study, staff-training and recruiting, costs for employees engaged in start-up activities, advertising costs and pre-opening rent costs;

(xxii) [reserved];

(xxiii) [reserved]; and

(xxiv) the amount of any minority interest expense attributable to minority equity interests of third parties in any non-Wholly-Owned Subsidiary;

minus (c) to the extent such amounts increase Consolidated Net Income:

(xxv) any non-Cash gain or income; provided that if any non-Cash gain or income represents an accrual or deferred income in respect of potential Cash items in any future period, such Person may determine not to deduct such non-Cash gain or income in the current period;

(xxvi) any realized or unrealized net gain in the fair market value of any arrangements under Hedge Agreements;

(xxvii) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(v)(C) above (as described in such clause) to the extent the relevant reimbursement amount was not received within the time period required by such clause;

(xxviii) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(xii) above (as described in such clause) to the extent the relevant business interruption insurance proceeds were not received within the time period required by such clause;

(xxix) to the extent that such Person adds back the amount of any non-Cash charge to Consolidated Adjusted EBITDA pursuant to clause (b)(iv) above, the cash payment in respect thereof in the relevant future period; and

(xxx) the excess of actual Cash rent paid over rent expense during such period due to the use of straight line rent for GAAP purposes.

Notwithstanding the foregoing, it is understood and agreed that the aggregate amount added back in reliance on clause (x) (other than with respect to cost savings, operating expense reductions, operational improvements and/or synergies of the type that would be permitted to be included in pro forma financial statements prepared in accordance with Regulation S-X under the Securities Act) shall not

exceed 25% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addbacks and/or adjustments) (this paragraph, the “Specified Adjustment Cap”).

“Consolidated Cash Interest Expense” means, as of any date for the applicable period ending on such date with respect to the Borrower and the Restricted Subsidiaries on a consolidated basis, the amount payable with respect to such period in respect of (a) total interest expense payable in cash with respect to all outstanding Indebtedness of the Borrower and the Restricted Subsidiaries (calculated (x) including (A) the cash interest component under Capital Leases and (B) net cash payments, if any, made pursuant to obligations under Hedge Agreements for any such Indebtedness and (y) solely prior to the consummation of the Topgolf Sale, excluding cash interest payments in respect of deemed landlord financing liabilities and Specified Capital Lease Obligations) minus (b) the sum, without duplication, of the amount of (i) cash interest income of the Borrower and the Restricted Subsidiaries earned during such period, (ii) net cash payments, if any, received under Hedge Agreements relating to interest rates with respect to such period, (iii) arrangement, commitment or upfront fees and similar financing fees, original issue discount, and redemption or prepayment premiums payable during or with respect to such period (to the extent included in calculating consolidated interest expense), (iv) interest payable during or with respect to such period with respect to Escrowed Indebtedness or Indebtedness that has been Discharged and (v) any cash costs associated with breakage or termination in respect of hedging agreements for interest rates payable during such period and costs and fees associated with obtaining Hedge Agreements and fees payable thereunder (to the extent included in calculating consolidated interest expense), in each case as determined in accordance with GAAP.

“Consolidated First Lien Debt” means, as to any Person at any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date that is secured by a first priority Lien on the Collateral (for the avoidance of doubt, Indebtedness that is secured both by Liens that are senior to or pari passu with the Liens on certain of the Collateral securing the Term Loan Facility and by Liens that are junior to the Lien on certain of the Collateral securing the Term Loan Facility shall constitute Consolidated First Lien Debt).

“Consolidated Net Income” means, as to any Person (the “Subject Person”) for any period, the net income (or loss) of the Subject Person on a consolidated basis for such period taken as a single accounting period determined in conformity with GAAP; provided that there shall be excluded, without duplication,

(a) (i) the income of any Person (other than a Restricted Subsidiary of the Subject Person) in which any other Person (other than the Subject Person or any of its Restricted Subsidiaries) has a joint interest, except to the extent of the amount of dividends or distributions or other payments (including any ordinary course dividend, distribution or other payment) paid in cash (or to the extent converted into cash) to the Subject Person or any of its Restricted Subsidiaries by such Person during such period or (ii) the loss of any Person (other than a Restricted Subsidiary of the Subject Person) in which any other Person (other than the Subject Person or any of its Restricted Subsidiaries) has a joint interest, other than to the extent that the Subject Person or any of its Restricted Subsidiaries has contributed cash or Cash Equivalents to such Person in respect of such loss during such period,

(b) any gain or Charge (less all fees and expenses chargeable thereto) attributable to any sale, disposition or abandonment of Capital Stock or other assets (including asset retirement costs) or of returned surplus assets, in each case, outside of the ordinary course of business,

(c) (i) any gain or Charge from (A) any extraordinary item (as determined in good faith by the relevant Person) and (B) any nonrecurring or unusual item (as determined in good faith by the relevant Person) and/or (ii) any Charge incurred in connection with any actual or prospective legal settlement, fine, judgment or order,

(d) any unrealized or realized net foreign currency translation gain or Charge impacting net income (including any currency re-measurement of Indebtedness, any net gain or Charge resulting from any Hedge Agreement for currency exchange risk associated with the above or any other currency related risk and those resulting from intercompany Indebtedness),

(e) any net gain or Charge with respect to (i) disposed, abandoned, divested and/or discontinued assets, properties or operations (other than, at the option of the Borrower, any asset, property or operation pending the disposal, abandonment, divestiture and/or termination thereof), (ii) the disposal, abandonment, divestiture and/or discontinuation of assets, properties or operations and (iii) any facility that has been closed during such period,

(f) any net income or Charge (less all fees and expenses or charges related thereto) attributable to the early extinguishment of Indebtedness (and the termination of any associated Hedge Agreement),

(g) (i) any Charge incurred as a result of, pursuant to or in connection with any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, any pension plan, any stock subscription or shareholder agreement or any distributor equity plan or agreement and (ii) any Charge incurred in connection with the rollover, acceleration or payout of Capital Stock held by management of the Borrower and/or any of its subsidiaries; provided that in the case of clause (g)(ii), to the extent such Charge is a Cash Charge, such Charge may only be added back in reliance on this clause (g)(ii) to the extent the same is funded with net Cash proceeds contributed to the Subject Person as a capital contribution or as a result of the sale or issuance of Capital Stock (other than Disqualified Capital Stock) of the Subject Person,

(h) any accrual and/or reserve that are required to be established or adjusted as a result of the adoption or modification of accounting policies,

(i) any (A) write-off or amortization made in such period of deferred financing costs and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness, (B) goodwill or other asset impairment charges, write-offs or write-downs and (C) amortization of intangible assets,

(j) (i) effects of adjustments (including the effects of such adjustments pushed down to the Subject Person and its subsidiaries) in the Subject Person's consolidated financial statements pursuant to GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue, advanced billings and debt line items thereof) resulting from the application of recapitalization accounting or acquisition accounting, as the case may be, in relation to the Transactions or any consummated acquisition, Investment or disposition or the amortization or write-off of any amounts thereof and (ii) the cumulative effect of changes (effected through cumulative effect adjustment or retroactive application) in accounting principles or policies; and

(k) solely for the purpose of calculating Excess Cash Flow, the income or loss of any Person accrued (i) prior to the date on which such Person becomes a Restricted Subsidiary of such Person or is merged into or consolidated with such Person or any Restricted Subsidiary of such Person or the date that such other Person's assets are acquired by such Person or any Restricted Subsidiary of such Person or (ii) after the date on which such Person ceases to be a Restricted Subsidiary or its assets are acquired by a Person that is not the Borrower or a Restricted Subsidiary.

"Consolidated Secured Debt" means, as to any Person at any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date that is secured by a Lien on the Collateral.

"Consolidated Total Assets" means, at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the applicable Person at such date.

"Consolidated Total Debt" means, as to any Person at any date of determination, the aggregate principal amount of all third party Indebtedness for borrowed money (including the outstanding principal balance of all third party Indebtedness for borrowed money of such Person represented by notes, bonds

and similar instruments), Capital Leases and purchase money Indebtedness (but excluding, for the avoidance of doubt, undrawn letters of credit); provided, however, that “Consolidated Total Debt” shall not in any event include (x) prior to the consummation of the Topgolf Sale, any Specified Capital Lease Obligation and/or any obligation in respect of any construction advance, ~~operating lease liability~~, any finance lease liability, any deemed landlord financing liability and/or any capitalized rent or (y) any operating lease liability, any Escrowed Indebtedness or any Indebtedness that has been Discharged.

“Consolidated Working Capital” means, as at any date of determination, the excess of Current Assets over Current Liabilities.

“Consolidated Working Capital Adjustment” means, for any period on a consolidated basis, the amount (which may be a negative number) by which Consolidated Working Capital as of the beginning of such period exceeds (or is less than) Consolidated Working Capital as of the end of such period; provided that there shall be excluded (a) the effect of reclassification during such period between current assets and long term assets and current liabilities and long term liabilities (with a corresponding restatement of the prior period to give effect to such reclassification), (b) the effect of any Disposition of any Person, facility or line of business or acquisition of any Person, facility or line of business during such period, (c) the effect of any fluctuations in the amount of accrued and contingent obligations under any Hedge Agreement, and (d) the application of purchase or recapitalization accounting.

“Contractual Obligation” means, as applied to any Person, any provision of any Security issued by that Person or of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Convertible Notes” means the Borrower’s 2.75% Convertible Senior Notes due 2026.

“Copyright” means the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing.

“Core Property” means assets and property of the Borrower and/or its Restricted Subsidiaries that are subject to (a) the Existing Master Facility Lease and defined as “Core Property” in the Existing Master Facility Lease as of the Closing Date with such changes to the definition thereof consented to in writing by the Required Lenders, or (b) a New Facility Lease and defined as “Core Property” or a functionally equivalent term in such New Facility Lease (*provided* that “Core Property” or such functionally equivalent term shall be defined in a manner, taken as a whole, that is not, in the good faith determination of the Borrower, materially less favorable to the Lenders than “Core Property” as defined in the Existing Master Facility Lease); *provided* that “Core Property” shall not include any assets or property of the Borrower or any of its Restricted Subsidiaries if (i) the landlord under the applicable Specified Facility Lease has waived or otherwise permitted the pledge of such assets or property or any subset of such assets or property (but only to the extent of such waiver or permission); it being understood and agreed that no Loan Party shall be required to seek any such waiver or permission, (ii) such assets or property or any subset thereof (but only to the extent of such subset) are no longer “Core Property” (or, in the case of a New Facility Lease, a functionally equivalent term) under the applicable Specified Facility Lease or (iii) the applicable Specified Facility Lease is no longer in existence or in effect.

“Credit Party” means the Administrative Agent or any Lender.

“Current Assets” means, at any time, the consolidated current assets (other than Cash and Cash Equivalents, the current portion of current and deferred Taxes, permitted loans made to third parties, assets held for sale, pension assets, deferred bank fees and derivative financial instruments) of the Borrower and its Restricted Subsidiaries.

“Current Liabilities” means, at any time, the consolidated current liabilities of the Borrower and its Restricted Subsidiaries at such time, but excluding, without duplication, (a) the current portion of any long-term Indebtedness, (b) outstanding revolving loans, (c) the current portion of interest expense, (d) the current portion of any Capital Lease, (e) the current portion of current and deferred Taxes, (f) liabilities in respect of unpaid earn-outs, (g) the current portion of any other long-term liabilities, (h) accruals relating to restructuring reserves, (i) liabilities in respect of funds of third parties on deposit with the Borrower or any of its Restricted Subsidiaries and (j) any liabilities recorded in connection with stock-based awards, partnership interest-based awards, awards of profits interests, deferred compensation awards and similar incentive based compensation awards or arrangements.

“Customary Bridge Loans” means customary bridge loans with a maturity date not longer than one year from the date of incurrence; provided that (a) the Weighted Average Life to Maturity of any loan, note, security or other Indebtedness which is exchanged for or otherwise replaces such bridge loans is not shorter than the Weighted Average Life to Maturity of any Class of then-existing Term Loans and (b) the final maturity date of any loan, note, security or other Indebtedness which is exchanged for or otherwise replaces such bridge loans is not earlier than the Latest Maturity Date on the date of the issuance or incurrence thereof.

“Daily Simple SOFR” with respect to any applicable determination date means the SOFR published on such date on the Federal Reserve Bank of New York’s website (or any successor source).

“Debt Rating” means, as of any date of determination, each of the corporate credit rating of the Borrower determined by S&P and the corporate family rating of the Borrower determined by Moody’s. Initially, the Applicable Rate in respect of the Initial Term Loans shall be at Pricing Level 2. Thereafter, each change in the Applicable Rate in respect of the Initial Term Loans resulting from a publicly announced change in the Debt Rating shall be effective, in the case of an upgrade or a downgrade, during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change. In no event shall the Administrative Agent be responsible for, or have any liability for, monitoring the Debt Rating.

“Debtor Relief Laws” means the Bankruptcy Code of the U.S., and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the U.S. or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Declined Proceeds” has the meaning assigned to such term in Section 2.11(b)(v).

“Default” means any event or condition which upon notice, lapse of time or both would become an Event of Default.

“Defaulting Lender” means any Person that has (a) defaulted in (or is otherwise unable to perform) its obligations under this Agreement, including without limitation, to make a Loan within one Business Day of the date required to be made by it hereunder, (b) notified the Administrative Agent or any Loan Party in writing that it does not intend to satisfy any such obligation or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under agreements in which it commits to extend credit generally (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s good faith determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) failed, within two Business Days after the request of Administrative Agent or the Borrower, to confirm in writing that it will comply with the terms of this Agreement relating

to its obligations to fund prospective Loans; *provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent, (d) become (or any parent company thereof has become) insolvent or been determined by any Governmental Authority having regulatory authority over such Person or its assets, to be insolvent, or the assets or management of which has been taken over by any Governmental Authority or (e) (i) become (or any parent company thereof has become) either the subject of (A) a bankruptcy or insolvency proceeding or (B) a Bail-In Action, (ii) has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or (iii) has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment, unless in the case of any Person subject to this clause (e), the Borrower and the Administrative Agent shall each have determined that such Person intends, and has all approvals required to enable it (in form and substance satisfactory to each of the Borrower and the Administrative Agent), to continue to perform its obligations hereunder; *provided* that no Person shall be deemed to be a Defaulting Lender solely by virtue of the ownership or acquisition of any Capital Stock in such Lender or its parent by any Governmental Authority; *provided* that such action does not result in or provide such Lender with immunity from the jurisdiction of courts within the U.S. or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contract or agreement to which such Person is a party.

“Deposit Account” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“Derivative Transaction” means (a) any interest-rate transaction, including any interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap, collar or floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange-rate transaction, including any cross-currency interest-rate swap, any forward foreign-exchange contract, any currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees, members of management, managers or consultants of the Borrower or its subsidiaries shall be a Derivative Transaction.

“Designated Non-Cash Consideration” means the fair market value (as determined by the Borrower in good faith) of non-Cash consideration received by the Borrower or any Restricted Subsidiary in connection with any Disposition pursuant to Section 6.07(h) and/or Section 6.08 that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower, setting forth the basis of such valuation (which amount will be reduced by the amount of Cash or Cash Equivalents received in connection with a subsequent sale or conversion of such Designated Non-Cash Consideration to Cash or Cash Equivalents).

“Discharged” means Indebtedness that has been defeased (pursuant to a contractual or legal defeasance) or discharged pursuant to the prepayment or deposit of amounts sufficient to satisfy such Indebtedness as it becomes due or irrevocably called for redemption (and regardless of whether such Indebtedness constitutes a liability on the balance sheet of the obligors thereof); *provided, however*, that the Indebtedness shall be deemed Discharged if the payment or deposit of all amounts required for defeasance or discharge or redemption thereof have been made even if certain conditions thereto have not

been satisfied, so long as such conditions are reasonably expected to be satisfied within ninety-five (95) days after such prepayment or deposit.

“Disposition” or “Dispose” means the sale, lease, sublease, license, sublicense or other disposition of any property of any Person.

“Disqualified Capital Stock” means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued, (b) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock that would constitute Disqualified Capital Stock, in each case at any time on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued, (c) contains any mandatory repurchase obligation or any other repurchase obligation at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, which may come into effect prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued or (d) provides for the scheduled payments of dividends in Cash on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued; provided that (x) any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of any change of control or any Disposition occurring prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that the issuer thereof will not redeem any such Capital Stock pursuant to such provisions prior to the Termination Date and (y) for purposes of clauses (a) through (d) above, it is understood and agreed that if any such maturity, redemption conversion, exchange, repurchase obligation or scheduled payment is in part, only such part coming into effect prior to the date that is 91 days following the Latest Maturity Date (determined at the time such Capital Stock is issued) shall constitute Disqualified Capital Stock.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued pursuant to any plan for the benefit of directors, officers, employees, members of management, managers or consultants or by any such plan to such directors, officers, employees, members of management, managers or consultants, in each case in the ordinary course of business of the Borrower or any Restricted Subsidiary, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations, and (B) no Capital Stock held by any future, present or former employee, director, officer, manager, member of management or consultant (or their respective Affiliates or Immediate Family Members) of the Borrower (or any subsidiary) shall be considered Disqualified Capital Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

“Disqualified Institution” means:

(l) (i) any Person identified in writing by name to the Arrangers on or prior to March 3, 2023 (any Person described in clause (i), an “Identified Non-Competitor DQI”), (ii) any Affiliate of any Identified Non-Competitor DQI that is reasonably identifiable as an Affiliate of such Identified Non-Competitor DQI on the basis of such Affiliate’s name and (iii) any other Affiliate of any Person described in clauses (i) or (ii) above that is identified by name in a written notice to the Arrangers (if prior to the Closing Date) or the Administrative Agent (if after the Closing Date) (each such person described in clauses (i) through (iii) above, a “Non-Competitor DQI”); and

(m) (i) any Person that (x) is a Company Competitor and/or any Affiliate of any Company Competitor (other than any Affiliate that is a Bona Fide Debt Fund) and (y) is identified as such in writing by name to the Arrangers (if prior to the Closing Date) or the Administrative Agent (if after the Closing Date) (an “Identified Competitor DQI”), (ii) any Affiliate of an Identified Competitor DQI (other than any Affiliate that is a Bona Fide Debt Fund) that is reasonably identifiable as an Affiliate of such Identified Competitor DQI on the basis of such Affiliate’s name and (iii) any other Affiliate of any Person described in clauses (i) and/or (ii) above that is identified by name in a written notice to the Arrangers (if prior to the Closing Date) or to the Administrative Agent (if after the Closing Date); (it being understood and agreed that no Bona Fide Debt Fund may be designated as a Disqualified Institution pursuant to clause (b)(iii) above);

provided that no written notice delivered pursuant to clauses (a)(iii), (b)(i) and/or (b)(iii) above shall (A) apply retroactively to disqualify any Person that has previously acquired an assignment or participation interest in any Loans or entered into a trade for either of the foregoing or (B) become effective until three Business Days after such written notice is delivered to erik.m.truette@bofa.com (or such replacement address as may be notified by Administrative Agent to Borrower from time to time).

“Disqualified Person” has the meaning assigned to such term in Section 9.05(f)(ii).

“Dollars” or “\$” refers to lawful money of the U.S.

“Domestic Subsidiary” means any Restricted Subsidiary incorporated or organized under the laws of the U.S., any state thereof or the District of Columbia.

“Dutch Auction” has the meaning assigned to such term on Schedule 1.01(b) hereto.

“ECF Prepayment Amount” has the meaning assigned to such term in Section 2.11(b)(i).

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Yield” means, as to any Indebtedness, the effective yield applicable thereto calculated by the Administrative Agent in consultation with the Borrower in a manner consistent with generally accepted financial practices, taking into account (a) interest rate margins, (b) interest rate floors (subject to the proviso set forth below), (c) any amendment to the relevant interest rate margins and interest rate floors prior to the applicable date of determination and (d) original issue discount and upfront or similar fees paid by or on behalf of the Borrower (based on an assumed four-year average life to maturity or lesser remaining average life to maturity), but excluding (i) any arrangement, commitment, structuring, underwriting, ticking, unused line and/or amendment fee (regardless of whether any such fees are paid to or shared in whole or in part with any lender) and (ii) any other fee that is not paid directly by the Borrower generally to all relevant lenders ratably; provided, however, that (A) to the extent that Term SOFR (with an Interest Period of three months) or Alternate Base Rate (without giving effect to any floor specified in the definition thereof) is less than any floor applicable to the Term Loans in respect of which the Effective Yield is being calculated on the date on which the Effective Yield is determined, the amount of the resulting difference will be deemed added to the interest rate margin applicable to the relevant Indebtedness for purposes of calculating the Effective Yield and (B) to the extent that Term SOFR (for a

period of three months) or Alternate Base Rate (without giving effect to any floor specified in the definition thereof) is greater than any applicable floor on the date on which the Effective Yield is determined, the floor will be disregarded in calculating the Effective Yield.

“Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

“Eligible Assignee” means (a) any Lender, (b) any commercial bank, insurance company, or finance company, financial institution, any fund that invests in loans or any other “accredited investor” (as defined in Regulation D of the Securities Act), (c) any Affiliate of any Lender, (d) any Approved Fund of any Lender or (e) to the extent permitted under Section 9.05(g), any Affiliated Lender; provided that in any event, “Eligible Assignee” shall not include (i) any natural person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of a natural person), (ii) any Disqualified Institution or (iii) except as permitted under Section 9.05(g), the Borrower or any of its Affiliates.

“Engagement Letter” means the Engagement Letter, dated as of March 3, 2023, by and among, inter alios, the Borrower, the Arrangers and the Administrative Agent.

“Environmental Claim” means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (b) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity; or (c) in connection with any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

“Environmental Laws” means any and all current or future applicable foreign or domestic, federal or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations, or any other applicable requirements of Governmental Authorities and the common law relating to (a) environmental matters, including those relating to any Hazardous Materials Activity; or (b) the generation, use, storage, transportation or disposal of or exposure to Hazardous Materials, in any manner applicable to the Borrower or any of its Restricted Subsidiaries or any Facility.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Restricted Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equipment Sale and Leaseback Transaction” means any equipment financing arrangement entered into in the ordinary course of business with any Person that requires the Borrower and/or any Restricted Subsidiary to purchase the equipment subject to such financing arrangement, sell such equipment to the relevant financing provider and thereafter rent or lease such equipment from the relevant financing provider so long as the resulting lease obligation is permitted by this Agreement.

“Equity-Financed Acquisition” means any acquisition (a) that was funded with the proceeds of (i) any capital contribution or other proceeds of any issuance of Qualified Capital Stock (other than any amount received from the Borrower or any Restricted Subsidiary) received as Cash equity by the Borrower or any of its Restricted Subsidiaries and/or (ii) Cash Equivalents, marketable securities or other property received by the Borrower or any Restricted Subsidiary as a capital contribution or in return for any issuance of Qualified Capital Stock (other than any amount received from the Borrower or any Restricted Subsidiary) and/or (b) the payment for which is made solely with Qualified Capital Stock of the Borrower and/or amounts referred to in clause (a).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

“ERISA Affiliate” means, as applied to any Person, (a) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; (b) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member; and (c) any entity, whether or not incorporated, that is under common control within the meaning of Section 4001 of ERISA with that Person.

“ERISA Event” means (a) a “reportable event” within the meaning of Section 4043 of ERISA or the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 of the Code with respect to any Pension Plan, or the filing of any request for or receipt of a minimum funding waiver under Section 412 of the Code with respect to any Pension Plan; (c) the Borrower or any of its Restricted Subsidiaries engaging in a non-exempt prohibited transaction within the meaning of Section 4975 of the Code or Section 406 of ERISA with respect to a Pension Plan; (d) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (e) the withdrawal by the Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to the Borrower or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (f) the institution by the PBGC of proceedings to terminate any Pension Plan; (g) the imposition of liability on the Borrower or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (h) a complete or partial withdrawal (within the meaning of Sections 4203 or 4205 of ERISA, respectively) of the Borrower, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Multiemployer Plan if there is any potential liability to the Borrower or any of its Restricted Subsidiaries or an ERISA Affiliate therefor under Title IV of ERISA, or the receipt by the Borrower or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in insolvency pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; or (i) the incurrence of liability by the Borrower or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates, or the imposition of a Lien on the assets of the Borrower or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 436 or 430(k) of the Code or pursuant to ERISA with respect to any Pension Plan.

“Escrowed Indebtedness” means Indebtedness issued in escrow pursuant to customary escrow arrangements pending the release thereof.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Event of Default” has the meaning assigned to such term in Section 7.01.

“Excess Cash Flow” means, for any Excess Cash Flow Period, any amount (if positive) equal to:

- (n) the sum, without duplication, of the amounts for such Excess Cash Flow Period of the following:
 - (i) Consolidated Adjusted EBITDA for such Excess Cash Flow Period without giving effect to clauses (b)(vi) and/or (b)(x) of the definition thereof, plus
 - (ii) the Consolidated Working Capital Adjustment for such Excess Cash Flow Period, plus

(iii) an amount equal to the aggregate non-Cash loss on any non-ordinary course Disposition by the Borrower and/or any Restricted Subsidiary (other than any Disposition among the Borrower and/or any Restricted Subsidiary) to the extent included in arriving at Consolidated Net Income and not added back in arriving at Consolidated Adjusted EBITDA, plus

(iv) to the extent not otherwise included in the calculation of Consolidated Adjusted EBITDA for such Excess Cash Flow Period, cash payments received by the Borrower or any of its Restricted Subsidiaries with respect to amounts deducted from Excess Cash Flow in a prior Excess Cash Flow Period pursuant to clause (b)(vii) below, minus

(o) the sum, without duplication, of the amounts for such Excess Cash Flow Period of the following:

(i) the amount of any permanent repayment of long-term Indebtedness that is secured on a senior basis to or *pari passu* basis with the Obligations, including for purposes of clarity, the current portion of any such Indebtedness (including (x) any payment under Section 2.10(a) and/or Section 2.11(a) and (y) any prepayment of any Initial Term Loan to the extent (and only to the extent) made with the Net Proceeds of a Prepayment Asset Sale or Net Insurance/Condemnation Proceeds that resulted in an increase to Consolidated Adjusted EBITDA and not in excess of the amount of such increase, but excluding (A) the amount of any deduction and/or reduction to the amount of any mandatory prepayment pursuant to clause (B) of Section 2.11(b)(i), (B) the amount of any other repayment of any Term Loan and (C) any repayment of any loan under the ABL Credit Agreement or any loan under any revolving credit facility or arrangement, except to the extent a corresponding amount of the commitments under the ABL Credit Agreement or such revolving credit facility or arrangement are permanently reduced in connection with such repayment), including the amount of any premium, make-whole or penalty payment actually paid in cash by the Borrower and/or any Restricted Subsidiary that was required to be made in connection therewith, in each case, to the extent not financed with long-term Indebtedness (other than revolving Indebtedness) plus

(ii) without duplication of any amount deducted from Excess Cash Flow pursuant to this clause (ii) or clause (ix) below in respect of a prior Excess Cash Flow Period and/or the amount of any deduction and/or reduction to the amount of any mandatory prepayment pursuant to clause (2) of Section 2.11(b)(i), the amount of any Cash payment in respect of capital expenditures as would be reported in the Borrower's consolidated statement of cash flows made during such Excess Cash Flow Period and, at the option of the Borrower, any Cash payment in respect of any capital expenditure made after such Excess Cash Flow Period and prior to the date of the applicable Excess Cash Flow payment (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)), plus

(iii) consolidated interest expense added back pursuant to clause (b)(i) of the definition of "Consolidated Adjusted EBITDA" to the extent paid in Cash, plus

(iv) (A) Taxes (including pursuant to any Tax sharing arrangement or any Tax distribution) paid and provisions for Taxes, to the extent payable in Cash with respect to such Excess Cash Flow Period and (B) the amount of any Tax obligation that is estimated in good faith by the Borrower as due and payable (but is not currently due and payable) by the Borrower and/or any Restricted Subsidiary as a result of the repatriation of any dividend or similar distribution of net income of any Foreign Subsidiary to the Borrower or any Restricted Subsidiary, plus

(v) without duplication of amounts deducted from Excess Cash Flow pursuant to this clause (v) or (ix) below in respect of a prior Excess Cash Flow Period

and/or the amount of any deduction and/or reduction to the amount of any mandatory prepayment pursuant to clause (2) of Section 2.11(b)(i), the amount of any Cash payment made during such Excess Cash Flow Period in respect of any Permitted Acquisition and/or other Investment permitted by Section 6.06 or otherwise consented to by the Required Lenders (other than any Investment in (x) Cash and Cash Equivalents or (y) the Borrower or any of its Restricted Subsidiaries), or, at the option of the Borrower, any Cash payment in respect of any Permitted Acquisition and/or other Investment permitted by Section 6.06 or otherwise consented to by the Required Lenders (other than any Investment in (x) Cash and Cash Equivalents or (y) the Borrower or any of its Restricted Subsidiaries) made after such Excess Cash Flow Period and prior to the date of the applicable Excess Cash Flow payment (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)), plus

(vi) the aggregate amount of all Restricted Payments made under Sections 6.04(a)(ii), (iii), (iv), (vii), (x), (xi) (in respect of Restricted Payments under clauses (a)(ii), (iii), (iv), (vii), (x) and (xiii)) and (xiii) or otherwise consented to by the Required Lenders (including as to the deduction pursuant to this clause (vi)) in each case to the extent actually paid in Cash during such Excess Cash Flow Period, or, at the option of the Borrower, made after such Excess Cash Flow Period and prior to the date of the applicable Excess Cash Flow payment (except, in each case, to the extent financed with long-term Indebtedness (other than revolving Indebtedness)), plus

(vii) amounts added back under clauses (b)(v)(C) or (b)(xii) of the definition of “Consolidated Adjusted EBITDA” to the extent such amounts have not yet been received by the Borrower or its Restricted Subsidiaries, plus

(viii) the amount of any Charge either (A) excluded in calculating Consolidated Net Income or (B) added back in calculating Consolidated Adjusted EBITDA, in each case, to the extent paid or payable in Cash, plus

(ix) without duplication of amounts deducted from Excess Cash Flow in respect of a prior Excess Cash Flow Period and/or the amount of any deduction and/or reduction to the amount of any mandatory prepayment pursuant to clause (2) of Section 2.11(b)(i), at the option of the Borrower, the aggregate consideration (i) required to be paid in Cash by the Borrower and/or any Restricted Subsidiary pursuant to binding contracts entered into prior to or during such Excess Cash Flow Period relating to capital expenditures, acquisitions or Investments and Restricted Payments described in clause (b)(vi) above and/or (ii) otherwise committed, budgeted or reasonably expected to be made in connection with capital expenditures, acquisitions or Investments and/or Restricted Payments described in clause (b)(vi) above (clauses (i) and (ii), the “Scheduled Consideration”) (other than Investments in (A) Cash and Cash Equivalents and (B) the Borrower and/or any Restricted Subsidiary) to be consummated or made during the period of four consecutive Fiscal Quarters of the Borrower following the end of such Excess Cash Flow Period (except, in each case, to the extent financed with long term funded Indebtedness (other than revolving Indebtedness)); provided that to the extent the aggregate amount actually utilized to finance such capital expenditures, acquisitions or Investments or Restricted Payments during such subsequent period of four consecutive Fiscal Quarters is less than the Scheduled Consideration, the amount of the resulting shortfall shall be added to the calculation of Excess Cash Flow at the end of such subsequent period of four consecutive Fiscal Quarters; minus, plus

(x) to the extent not expensed (or exceeding the amount expensed) during such Excess Cash Flow Period or not deducted (or exceeding the amount deducted) in calculating Consolidated Net Income, the aggregate amount of expenditures, fees, costs and expenses paid in Cash by the Borrower and its Restricted Subsidiaries during such Excess Cash Flow Period, other than to the extent financed with long-term Indebtedness (other than revolving Indebtedness), plus

(xi) Cash payments (other than in respect of Taxes, which are governed by clause (iv) above) made during such Excess Cash Flow Period for any liability the accrual of which in a prior Excess Cash Flow Period did not reduce Consolidated Adjusted EBITDA and therefore increased Excess Cash Flow in such prior Excess Cash Flow Period (provided there was no other deduction to Consolidated Adjusted EBITDA or Excess Cash Flow related to such payment), except to the extent financed with long-term Indebtedness (other than revolving Indebtedness), plus

(xii) Cash expenditures in respect of any Hedge Agreement during such Excess Cash Flow Period to the extent (A) not otherwise deducted in (or added back in arriving at) the calculation of Consolidated Net Income or Consolidated Adjusted EBITDA and (B) not financed with long-term Indebtedness (other than revolving Indebtedness), plus

(xiii) amounts paid in Cash (except to the extent financed with long-term Indebtedness (other than revolving Indebtedness)) during such Excess Cash Flow Period on account of (A) items that were accounted for as non-Cash reductions of Consolidated Net Income or Consolidated Adjusted EBITDA in a prior Excess Cash Flow Period and (B) reserves or amounts established in purchase accounting to the extent such reserves or amounts are added back to, or not deducted from, Consolidated Net Income, plus

(xiv) cash payments made by the Borrower or its Restricted Subsidiaries during such Excess Cash Flow Period in respect of contingent consideration, earn-outs and long-term liabilities, including for purposes of clarity, the current portion of any such liabilities (other than Indebtedness) of the Borrower or its Restricted Subsidiaries, except to the extent such cash payments were (A) deducted in the calculation of Consolidated Net Income or Consolidated Adjusted EBITDA for such Excess Cash Flow Period or (B) financed with long-term Indebtedness (other than revolving Indebtedness), plus

(xv) the amount which, in the determination of Consolidated Adjusted EBITDA (including any component definition used therein) for such Excess Cash Flow Period has been included in respect of income or gain from any Disposition outside of the ordinary course of business, plus

(xvi) an amount equal to the sum of (A) the aggregate net non-cash gain on any non-ordinary course Disposition by the Borrower and/or any Restricted Subsidiary during such Excess Cash Flow Period (other than any such Disposition among the Borrower and/or any Restricted Subsidiary) to the extent included in arriving at Consolidated Net Income and (B) the aggregate net non-Cash gain or income from any non-ordinary course Investment to the extent included in arriving at Consolidated Adjusted EBITDA, plus

(xvii) amounts added back in calculating Consolidated Adjusted EBITDA in reliance on clauses (b)(vi) and/or (b)(x) of the definition thereof.

“Excess Cash Flow Period” means each full Fiscal Year of the Borrower (commencing with the Fiscal Year ending on or about December 31, 2024).

“Exchange Act” means the Securities Exchange Act of 1934 and the rules and regulations of the SEC promulgated thereunder.

“Excluded Assets” means each of the following:

(a) prior to the consummation of the Topgolf Sale, any Core Property;

(b) (i) any leasehold Real Estate Asset, (ii) except to the extent a security interest therein can be perfected by the filing of a UCC-1 financing statement, any other leasehold

interest, (iii) any owned Real Estate Asset that is not a Material Real Estate Asset and (iv) the fee-owned real property located at 2180 Rutherford Road, Carlsbad, CA 92008;

(c) (i) the Capital Stock of:

(A) any Captive Insurance Subsidiary,

(B) any Unrestricted Subsidiary,

(C) any not-for-profit subsidiary,

(D) any special purpose entity used for any permitted securitization facility,

(E) any Person that is not a Wholly-Owned Subsidiary, or

(F) any Foreign Subsidiary and/or CFC Holdco, in each case (1) in excess of 65% of the issued and outstanding voting Capital Stock of any such Person (provided that this ~~clause (c)(i)(F)(1)~~ shall not apply to any issued and outstanding non-voting Capital Stock of any such Person) or (2) to the extent such Person is not a first-tier Subsidiary of any Loan Party, and/or

(xviii) the Margin Stock of any Person;

(d) any asset the grant or perfection of a security interest in which would result in adverse tax consequences (that are not de minimis) to any Loan Party as determined by the Borrower in good faith and specified in a written notice to the Administrative Agent;

(e) any asset (including any Capital Stock), the grant or perfection of a security interest in which would:

(i) be prohibited under applicable Requirements of Law (including, without limitation, rules and regulations of any Governmental Authority); or

(ii) require any governmental or regulatory consent, approval, license or authorization, except to the extent such requirement or prohibition would be rendered ineffective under the UCC or other applicable Requirements of Law notwithstanding such requirement or prohibition;

it being understood that the term “Excluded Asset” shall not include proceeds or receivables arising out of any asset described in clauses (e)(i) or (e)(ii) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC or other applicable Requirements of Law notwithstanding the relevant requirement or prohibition;

(f) any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable federal Law;

(g) Commercial Tort Claims with a value (as reasonably estimated by the Borrower) of less than \$10,000,000;

(h) assets subject to any purchase money security interest, Capital Lease obligation or similar arrangement, in each case, that is permitted or otherwise not prohibited by the terms of this Agreement and to the extent the grant of a security interest therein would violate or invalidate

such lease, license or agreement or purchase money or similar arrangement or create a right of termination in favor of any other party thereto (other than the Borrower or any Wholly-Owned Subsidiary of the Borrower that is a Restricted Subsidiary) after giving effect to the applicable anti-assignment provisions of the UCC or any other applicable Requirement of Law; it being understood that the term "Excluded Asset" shall not include proceeds or receivables arising out of any asset described in this clause (h) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC or other applicable Requirements of Law notwithstanding the relevant violation or invalidation;

(i) escrow, fiduciary, defeasance, impound and trust accounts for the benefit of third parties that are not Loan Parties;

(j) any asset (including any contract, agreement, lease or license and any other property subject thereto) the grant or perfection of a security interest in which would:

(i) be prohibited by enforceable anti-assignment provisions set forth in any contract that is permitted or otherwise not prohibited by the terms of this Agreement and, other than with respect to assets subject to Capital Leases and purchase money financings and restrictions on cash deposits permitted under the terms of this Agreement, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof,

(ii) violate (after giving effect to applicable anti-assignment provisions of the UCC or other applicable Requirements of Law) the terms of any contract with respect to such asset that is permitted or otherwise not prohibited by the terms of this Agreement and, other than with respect to assets subject to Capital Leases and purchase money financings and restrictions on cash deposits permitted under the terms of this Agreement, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof, or

(iii) trigger termination of any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement pursuant to any "change of control" or similar provision (to the extent, other than with respect to assets subject to Capital Leases and purchase money financings and restrictions on cash deposits permitted under the terms of this Agreement, such contract is binding on such asset at the time of its acquisition and not incurred in contemplation thereof);

it being understood that the term "Excluded Asset" shall not include proceeds or receivables arising out of any contract described in this clause (j) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC or other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right;

(k) motor vehicles and other assets subject to certificates of title;

(l) any assets included in the Canadian Borrowing Base, German Borrowing Base or U.K./Dutch Borrowing Base (each as defined in the ABL Credit Agreement); *provided* that this clause (l) shall not apply to such assets of a Foreign Subsidiary that is designated as a Subsidiary Guarantor pursuant to Section 5.12(d)(vi) (to the extent that the grant or perfection of a security interest therein would not violate or otherwise be prohibited by the ABL Credit Agreement or the ABL Intercreditor Agreement); and

(m) any asset with respect to which the Administrative Agent and the Borrower have reasonably determined in writing that the cost, burden, difficulty or consequence (including any effect on the ability of the Borrower and its subsidiaries to conduct their operations and business in the ordinary course of business and including the cost of title insurance, surveys or flood

insurance (if necessary)) of obtaining or perfecting a security interest therein outweighs the benefit of a security interest to the relevant Secured Parties afforded thereby.

“Excluded Subsidiary” means:

- (n) any Restricted Subsidiary that is not a Wholly-Owned Subsidiary,
- (o) any Immaterial Subsidiary,
- (p) any Restricted Subsidiary (i) that is prohibited by law, regulation or contractual obligation that, in the case of a contractual obligation, exists on the Closing Date or at the time such subsidiary becomes a subsidiary and was not incurred in contemplation of its acquisition in order to avoid the requirement of providing a Loan Guaranty, from providing a Loan Guaranty, (ii) that would require a governmental (including regulatory) or third party (that in the case of a non-governmental third party exists on the Closing Date or at the time such subsidiary becomes a subsidiary and was not incurred in contemplation of its acquisition in order to avoid the requirement of providing a Loan Guaranty) consent, approval, license or authorization (including any regulatory consent, approval, license or authorization) to provide a Loan Guaranty or (iii) with respect to which the provision of a Loan Guaranty would result in adverse tax consequences (that are not de minimis) as determined by the Borrower in good faith, where the Borrower notifies the Administrative Agent in writing of such determination,
- (q) any not-for-profit subsidiary,
- (r) any Captive Insurance Subsidiary,
- (s) any special purpose entity used for any permitted securitization or receivables facility or financing,
- (t) any Foreign Subsidiary,
- (u) (i) any CFC Holdco and/or (ii) any Domestic Subsidiary that is a direct or indirect subsidiary of any Foreign Subsidiary,
- (v) any Unrestricted Subsidiary,
- (w) any Restricted Subsidiary acquired by the Borrower that, at the time of the relevant acquisition, is an obligor in respect of assumed Indebtedness permitted by Section 6.01 to the extent (and for so long as) the documentation governing the applicable assumed Indebtedness prohibits such subsidiary from providing a Loan Guaranty (which prohibition was not implemented in contemplation of such Restricted Subsidiary becoming a subsidiary in order to avoid the requirement of providing a Loan Guaranty), and/or
- (x) any other Restricted Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the burden or cost of providing a Loan Guaranty outweighs the benefits afforded thereby;

provided that, notwithstanding the foregoing, to the extent (i) any Restricted Subsidiary that is a Domestic Subsidiary provides a Guarantee in respect of the ABL Credit Agreement or (ii) any Restricted Subsidiary that is a Domestic Subsidiary is designated as a Subsidiary Guarantor pursuant to Section 5.12(d)(vi), such Restricted Subsidiary shall not constitute an Excluded Subsidiary.

“Excluded Swap Obligation” means, with respect to any Loan Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Loan Guaranty of such Loan Guarantor of, or the grant by such Loan Guarantor of a security interest to secure, such Swap Obligation (or any Loan Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the

Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Loan Guaranty of such Loan Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Loan Guaranty or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Credit Party or required to be withheld or deducted from a payment to a Credit Party, (a) Taxes imposed on or measured by its net income (however denominated), franchise Taxes and branch profits Taxes, in each case (i) imposed as a result of such Credit Party being organized under the laws of, or having its principal office or, in the case of a Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender (other than pursuant to an assignment request by the Borrower under Section 2.19) acquires such interest in the applicable Commitment or, to the extent such Lender did not fund the applicable Loan pursuant to a prior Commitment, acquires the applicable interest in such Loan, or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Credit Party's failure to comply with Section 2.17(f) and (d) any Tax imposed under FATCA.

"Existing Joint Venture" means any joint venture listed on Schedule 1.01(d).

"Existing Master Facility Lease" means the Master Facility Lease between 30 West Pershing, LLC, as landlord, Top Golf USA Allen, LLC, Topgolf USA Park Lane Ranch, LLC and each entity that subsequently becomes a tenant, dated as of February 22, 2012.

"Extended Term Loans" has the meaning assigned to such term in Section 2.23(a).

"Extension" has the meaning assigned to such term in Section 2.23(a).

"Extension Amendment" means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent (to the extent required by Section 2.23) and the Borrower executed by each of (a) the Borrower and the Subsidiary Guarantors, (b) the Administrative Agent and (c) each Lender that has accepted the applicable Extension Offer pursuant hereto and in accordance with Section 2.23.

"Extension Offer" has the meaning assigned to such term in Section 2.23(a).

"Facility" means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or, except with respect to Articles 5 and 6, hereof owned, leased, operated or used by the Borrower or any of its Restricted Subsidiaries or any of their respective predecessors or Affiliates.

"Facility EBITDA" means, with respect to any Topgolf location, the Consolidated Adjusted EBITDA (without giving effect to clause (b)(vi) of the definition thereof) attributable to such Topgolf location.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury Regulations or other official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code as of the date hereof (or any amended or successor version described above) and any fiscal or regulatory legislation, rules or practices adopted

pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate.

“Fee Letter” means that certain Agency Fee Letter, dated as of March 3, 2023, by and between the Borrower and the Administrative Agent.

“First Lien Debt” means (a) the Initial Term Loans and (b) any other Indebtedness that is *pari passu* with the Initial Term Loans in right of payment and secured by a Lien on the Collateral that is senior to or *pari passu* with the Lien securing the Initial Term Loans (for the avoidance of doubt, Indebtedness that is secured *both* by Liens that are senior to or *pari passu* with the Liens on a portion of the Collateral securing the Term Loan Facility and by Liens that are junior to the Lien on a portion of the Collateral securing the Term Loan Facility shall constitute First Lien Debt).

“First Lien Leverage Ratio” means the ratio, as of any date of determination, of (a) Consolidated First Lien Debt of the Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period less Unrestricted Cash of the Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period to (b) Consolidated Adjusted EBITDA for the Test Period then most recently ended, in each case of the Borrower and its Restricted Subsidiaries. For purposes of the calculation of the First Lien Leverage Ratio, not less than \$100,000,000 of Consolidated First Lien Debt will be deemed to be outstanding under the ABL Credit Agreement on each date of determination regardless of the actual amount outstanding thereunder on such date of determination.

“Fiscal Quarter” means a fiscal quarter of any Fiscal Year.

“Fiscal Year” means the fiscal year of the Borrower ending on or about December 31 of each calendar year.

“Fixed Amount” has the meaning assigned to such term in Section 1.10(c).

“Fixed Incremental Amount” means:

(y) (I) prior to the consummation of the Topgolf Sale, the greater of (x) \$560,000,000 and (y) 100% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of (x) \$257,000,000 and (y) 100% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period; minus

(z) (i) the aggregate principal amount of all Incremental Facilities and/or Incremental Equivalent Debt incurred or issued in reliance on the Fixed Incremental Amount, in each case, after giving effect to any reclassification of Incremental Facilities and/or Incremental Equivalent Debt as having been incurred in reliance on clause (d) of the Incremental Cap plus (ii) the aggregate principal amount of any Acquisition Ratio Debt and/or any Ratio Debt, in each case, issued and/or incurred in reliance on the Fixed Incremental Amount, pursuant to Section 6.01(q)(ii)(A) and/or Section 6.01(w)(i), in each case, after giving effect to (x) any reclassification of Acquisition Ratio Debt as having been incurred in reliance on Section 6.01(q)(ii)(B) and/or (y) any reclassification of Ratio Debt as having been incurred in reliance on Section 6.01(w)(ii).

“Flood Hazard Property” means any parcel of any Mortgaged Property located in the U.S. in an area designated by the Federal Emergency Management Agency (or any successor agency) as having special flood or mud slide hazards.

“Flood Insurance Deliverables” means (a) a completed “Life-of-Loan” Federal Emergency Management Agency standard flood hazard determination, (b) if a Material Real Estate Asset is located in a “special flood hazard area”, a notice about special flood hazard area status and flood disaster assistance duly executed by the applicable Loan Party and (c) if required by the Flood Insurance Laws, evidence of flood insurance in accordance with the Flood Insurance Laws.

“Flood Insurance Laws” means, collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

“Foreign Lender” means a Lender that is not a U.S. Person.

“Foreign Subsidiary” means any Restricted Subsidiary that is not a Domestic Subsidiary.

“FRB” means the Board of Governors of the Federal Reserve System of the U.S.

“GAAP” means generally accepted accounting principles in the U.S. in effect and applicable to the accounting period in respect of which reference to GAAP is made.

“General Restricted Debt Payment Basket” has the meaning assigned to such term in Section 6.04(b)(iv).

“General RP Basket” has the meaning assigned to such term in Section 6.04(a)(x).

“Governing Agreement” has the meaning assigned to such term in Section 4.01(d).

“Governmental Authority” means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state or locality of the U.S., the U.S., or a foreign government.

“Governmental Authorization” means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

“Granting Lender” has the meaning assigned to such term in Section 9.05(e).

“Guarantee” of or by any Person (the “Guarantor”) means any obligation, contingent or otherwise, of the Guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the “Primary Obligor”) in any manner and including any obligation of the Guarantor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation, (e) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) secured by any Lien on any assets of such Guarantor securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Guarantor (or any right, contingent or otherwise, of any holder of such Indebtedness or other monetary obligation to obtain any such Lien); provided that the term “Guarantee” shall not include (i)

endorsements for collection or deposit in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition, Investment, Disposition or other transaction permitted under this Agreement (other than such obligations with respect to Indebtedness) or (ii) the pledge of Capital Stock of a joint venture or Unrestricted Subsidiary securing capital contributions to, or obligations of, such Persons. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

“Hazardous Materials” means any chemical, material, substance or waste, or any constituent thereof, exposure to which is prohibited, limited or regulated by any Environmental Law or any Governmental Authority or which poses a hazard to the indoor or outdoor environment.

“Hazardous Materials Activity” means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Material, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Material, and any corrective action or response action with respect to any of the foregoing.

“Hedge Agreement” means any agreement with respect to any Derivative Transaction between any Loan Party or any Restricted Subsidiary and any other Person.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under any Hedge Agreement.

“Identified Competitor DQI” has the meaning assigned to such term in the definition of “Disqualified Institution”.

“Identified Non-Competitor DQI” has the meaning assigned to such term in the definition of “Disqualified Institution”.

“IFRS” means international accounting standards within the meaning of the IAS Regulation 1606/2002, as in effect from time to time (subject to the provisions of Section 1.04), to the extent applicable to the relevant financial statements.

“Immaterial Subsidiary” means, as of any date, any Restricted Subsidiary of the Borrower (a) that does not have assets in excess of 2.5% of the Consolidated Total Assets of the Borrower and its Restricted Subsidiaries and (b) that does not contribute Consolidated Adjusted EBITDA in excess of 2.5% of the Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period; provided that, the Consolidated Total Assets and Consolidated Adjusted EBITDA (as so determined) of all Immaterial Subsidiaries shall not exceed 5.0% of Consolidated Total Assets and 5.0% of Consolidated Adjusted EBITDA, in each case, of the Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period; provided, further that, at all times prior to the first delivery of financial statements pursuant to Section 5.01(a) or (b), this definition shall be applied based on the consolidated financial statements of the Borrower delivered pursuant to Section 4.01 hereof.

“Immediate Family Member” means, with respect to any individual, such individual’s child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships), any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals, such individual’s estate (or an executor or administrator acting on its behalf), heirs or legatees or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

“Incremental Cap” means:

(aa) the sum of (i) the Fixed Incremental Amount plus (ii) any unused amount available under Section 6.01(u), (after giving effect to any reclassification of any Indebtedness incurred or issued under Section 6.01(u) as having been incurred or issued under any other applicable basket), plus

(ab) in the case of any Incremental Facility that effectively extends the Maturity Date with respect to any Class of Loans and/or commitments hereunder, an amount equal to the portion of the relevant Class of Loans or commitments that will be replaced by such Incremental Facility, plus

(ac) (i) the amount of any optional prepayment of any *pari passu* Loan in accordance with Section 2.11(a) and/or the amount of any permanent prepayment of *pari passu* Incremental Equivalent Debt, (ii) the amount of any optional prepayment, redemption or repurchase of any Replacement Term Loan or any borrowing or issuance of Replacement Debt previously applied to the permanent prepayment of any Loan hereunder, so long as no Incremental Facility was previously incurred in reliance on clause (c)(i) above as a result of such prepayment, (iii) the amount of any optional prepayment, redemption or purchase of any other First Lien Debt (provided that if the relevant First Lien Debt is a revolving facility, the commitments under such revolving facility are permanently reduced) and (iv) the amount paid in Cash in respect of any reduction in the outstanding amount of any Term Loan and/or any other First Lien Debt resulting from any assignment of such Term Loan or other First Lien Debt to (and/or assignment and/or purchase of such Term Loan or other First Lien Debt by) the Borrower and/or any Restricted Subsidiary (provided that if the relevant First Lien Debt is a revolving facility, the commitments under such revolving facility are permanently reduced); provided that for each of clauses (i), (ii), (iii) and (iv) the relevant prepayment, redemption, repurchase or assignment and/or purchase was not funded with the proceeds of any long-term Indebtedness (other than revolving Indebtedness); plus

(ad) additional amounts so long as immediately after giving effect to the establishment of the Incremental Commitments in respect thereof utilizing this clause (d) and the use of proceeds of the Incremental Loans thereunder, (a) in the case of Incremental Loans that rank *pari passu* in right of security with the Term Loans, the First Lien Leverage Ratio on a Pro Forma Basis is not greater than the greater of (x) 3.00 to 1.00 or (y) if incurred in connection with a Permitted Acquisition or other permitted Investment, the First Lien Leverage Ratio immediately prior to such incurrence, (b) in the case of Incremental Loans that rank junior in right of security to the Term Loans, the Secured Leverage Ratio on a Pro Forma Basis is not greater than the greater of (x) 3.50 to 1.00 or (y) if incurred in connection with a Permitted Acquisition or other permitted Investment, the Secured Leverage Ratio immediately prior to such incurrence and (c) in the case of Incremental Loans that are unsecured, either (i) the Total Leverage Ratio on a Pro Forma Basis is not greater than the greater of (x) 4.00:1.00 or (y) if incurred in connection with a Permitted Acquisition or other permitted Investment, the Total Leverage Ratio immediately prior to such incurrence or (ii) the Interest Coverage Ratio on a Pro Forma Basis is not less than the lesser of (x) 2.00:1.00 or (y) if incurred in connection with a Permitted Acquisition or other permitted Investment, the Interest Coverage Ratio immediately prior to such incurrence; provided that, for purposes of this clause (d) net cash proceeds of Incremental Loans incurred at such time shall not be netted against the applicable amount of Consolidated Total Debt for purposes of such calculation of the First Lien Leverage Ratio, the Secured Leverage Ratio or the Total Leverage Ratio;

provided that (i) any Incremental Facility and/or Incremental Equivalent Debt may be incurred under one or more of clauses (a) through (d) of this definition as selected by the Borrower in its sole discretion and (ii) any portion of any Incremental Facility and/or Incremental Equivalent Debt incurred under clauses (a), (b) or (c) of this definition may be reclassified from time to time as the Borrower elects in its sole discretion, as incurred under clause (d) of this definition if such portion of such Incremental Facility and/or Incremental Equivalent Debt could at such time be incurred in reliance on clause (d) of this definition;

provided, that upon delivery of any financial statements pursuant to Section 5.01(a) or (b), following the initial incurrence of such Incremental Facility and/or Incremental Equivalent Debt in reliance on clauses (a), (b) or (c) of this definition, if such Incremental Facility and/or Incremental Equivalent Debt could, based on any such financial statements, have been incurred in reliance on clause (d) of this definition, then such Incremental Facility and/or Incremental Equivalent Debt shall automatically be reclassified as incurred under the applicable provision of clause (d) of this definition.

“Incremental Commitment” means any commitment made by a lender to provide all or any portion of any Incremental Facility or Incremental Loan.

“Incremental Equivalent Debt” means Indebtedness in the form of *pari passu* senior secured or unsecured notes or loans or junior secured or unsecured notes or loans and/or commitments in respect of any of the foregoing; provided, that:

(a) the aggregate outstanding principal amount thereof shall not exceed the Incremental Cap (as in effect at the time of determination, including giving effect to any reclassification on or prior to such date of determination),

(b) except as otherwise agreed by the lenders or holders providing such notes or loans in connection with any acquisition or similar Investment, no Event of Default under Section 7.01(a) or, with respect to the Borrower, Section 7.01(f) or (g) exists immediately prior to or after giving effect to such notes or loans,

(c) other than with respect to (i) Customary Bridge Loans, (ii) revolving loans and/or commitments and (iii) Incremental Equivalent Debt in an amount not exceeding the Maturity Limitation Excluded Amount, the Weighted Average Life to Maturity applicable to such notes or loans is no shorter than the Weighted Average Life to Maturity of the then-existing Term Loans,

(d) other than with respect to (i) Customary Bridge Loans, (ii) revolving loans and/or commitments and (iii) Incremental Equivalent Debt in an amount not exceeding the Maturity Limitation Excluded Amount, the final maturity date with respect to such notes or loans is no earlier than the Latest Maturity Date on the date of the issuance or incurrence, as applicable, thereof,

(e) subject to clauses (c) and (d), such Indebtedness may otherwise have an amortization schedule as determined by the Borrower and the lenders providing such Incremental Equivalent Debt,

(f) the Effective Yield (and the components thereof) applicable to any such Indebtedness shall be determined by the Borrower and the lender or lenders providing such Indebtedness; provided that during the period commencing on the Closing Date and ending on the date that is twelve months after the Closing Date, the Effective Yield applicable to any such Indebtedness in the form of syndicated secured term loans (other than Customary Bridge Loans) which are *pari passu* with the Initial Term Loans in right of payment and with respect to security may not be more than 0.50% per annum higher than the Effective Yield applicable to the Initial Term Loans unless the Applicable Rate (and/or, as provided in the proviso below, the Alternate Base Rate floor or Term SOFR floor) with respect to the Initial Term Loans is adjusted such that the Effective Yield on the Initial Term Loans is not more than 0.50% per annum less than the Effective Yield with respect to such Indebtedness; provided, further, that any increase in Effective Yield applicable to any Initial Term Loan due to the application or imposition of an Alternate Base Rate floor or Term SOFR floor on any such Indebtedness may, at the election of the Borrower, be effected through an increase in the Alternate Base Rate floor or Term SOFR floor applicable to such Initial Term Loan; provided, further, that this clause (f) shall not apply (x) in respect of any Indebtedness the proceeds of which will be applied to finance a Permitted Acquisition or other Investment that is permitted hereunder or (y) in respect of any Indebtedness having a final maturity date that is greater than two years after the Initial Term Loan Maturity Date or (z) if the aggregate principal amount of such Incremental Equivalent Debt (together with

the aggregate principal amount of all other Incremental Equivalent Debt excluded in reliance on this clause (z), the aggregate principal amount of all Incremental Loans incurred in reliance on clause (z) to the final proviso of Section 2.22(a)(v), and the aggregate principal amount of all term loan Indebtedness secured on a pari passu basis with the Liens securing the Term Loans and incurred in reliance on clause (iii) of the final proviso to clause (z) of Section 6.01(w) does not exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$280,000,000 and 50% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$129,000,000 and 50% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period in the aggregate,

(g) if such Indebtedness is secured by a Lien on the Collateral, then the holders of such Indebtedness shall be party to an Intercreditor Agreement, and

(h) no Incremental Equivalent Debt may be (i) guaranteed by any Restricted Subsidiary which is not a Loan Party or (ii) secured by any asset of the Borrower and/or any Restricted Subsidiary other than the Collateral.

“Incremental Facility” has the meaning assigned to such term in Section 2.22(a).

“Incremental Facility Amendment” means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent (solely for purposes of giving effect to Section 2.22) and the Borrower executed by each of (a) the Borrower, (b) the Administrative Agent and (c) each Lender that agrees to provide all or any portion of the Incremental Facility being incurred pursuant thereto and in accordance with Section 2.22.

“Incremental Lender” has the meaning assigned to such term in Section 2.22(b).

“Incremental Loans” has the meaning assigned to such term in Section 2.22(a).

“Incurrence-Based Amount” has the meaning assigned to such term in Section 1.10(c).

“Indebtedness” as applied to any Person means, without duplication:

(i) all indebtedness for borrowed money;

(j) that portion of obligations with respect to Capital Leases to the extent recorded as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(k) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(l) any obligation owed for all or any part of the deferred purchase price of property or services (excluding (i) any earn out obligation or purchase price adjustment until such obligation becomes a liability on the statement of financial position or balance sheet (excluding the footnotes thereto) in accordance with GAAP, (ii) any such obligations incurred under ERISA, (iii) accrued expenses and trade accounts payable in the ordinary course of business (including on an inter-company basis) and (iv) liabilities associated with customer prepayments and deposits), which purchase price is (A) due more than six months from the date of incurrence of the obligation in respect thereof or (B) evidenced by a note or similar written instrument;

(m) all Indebtedness of others secured by any Lien on any asset owned or held by such Person regardless of whether the Indebtedness secured thereby have been assumed by such Person or is non-recourse to the credit of such Person;

- (n) the face amount of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings;
- (o) the Guarantee by such Person of the Indebtedness of another;
- (p) all obligations of such Person in respect of any Disqualified Capital Stock; and
- (q) all net obligations of such Person in respect of any Derivative Transaction, including any Hedge Agreement, whether or not entered into for hedging or speculative purposes;

provided that (i) in no event shall obligations under any Derivative Transaction be deemed “Indebtedness” for any calculation of the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio or any other financial ratio under this Agreement, (ii) the amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith, (iii) the pledge of Capital Stock of a joint venture or Unrestricted Subsidiary securing capital contributions to, or obligations of, such Persons shall not be deemed “Indebtedness” and (iv) prior to the consummation of the Topgolf Sale, any obligation under facility development agreements among the Borrower and/or one or more Restricted Subsidiaries and a Person that is a real estate investment trust and/or any other third party financing provider relating to the development of one or more TopGolf locations and completion guarantees shall not be deemed “Indebtedness”.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any third party (including any partnership in which such Person is a general partner and any unincorporated joint venture in which such Person is a joint venture partner) to the extent such Person would be liable therefor under applicable Requirements of Law or any agreement or instrument by virtue of such Person’s ownership interest in such Person, (A) except to the extent the terms of such Indebtedness provide that such Person is not liable therefor and (B) only to the extent the relevant Indebtedness is of the type that would be included in the calculation of Consolidated Total Debt; provided that notwithstanding anything herein to the contrary, the term “Indebtedness” shall not include, and shall be calculated without giving effect to, (x) the effects of Accounting Standards Codification Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder) and (y) the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivative created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness under this Agreement but for the application of this sentence shall not be deemed to be an incurrence of Indebtedness under this Agreement).

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a) above, Other Taxes.

“Indemnitee” has the meaning assigned to such term in Section 9.03(b).

“Information” has the meaning set forth in Section 3.11(a).

“Information Memorandum” means the Lender Presentation dated March 6, 2023 relating to the Borrower and its subsidiaries and the Transactions.

“Initial Arrangers” has the meaning assigned to such term in the preamble to this Agreement.

“Initial Lenders” means the Arrangers and the affiliates of the Arrangers who are party to this Agreement as Lenders on the Closing Date.

“Initial Term Lender” means any Lender with an Initial Term Loan Commitment or an outstanding Initial Term Loan.

“Initial Term Loan Commitment” means, with respect to any Person, the commitment of such Person to make Initial Term Loans hereunder in an aggregate amount not to exceed the amount set forth opposite such Person’s name on the Commitment Schedule, as the same may be (a) reduced from time to time pursuant to Section 2.09 and (b) reduced or increased from time to time pursuant to (i) assignments by or to such Term Lender pursuant to Section 9.05 or (ii) increased from time to time pursuant to Section 2.22. The aggregate amount of the Term Lenders’ Initial Term Loan Commitments on the Closing Date is \$1,250,000,000.

“Initial Term Loan Maturity Date” means the date that is seven years after the Closing Date.

“Initial Term Loans” means the term loans made by the Initial Term Lenders to the Borrower pursuant to Section 2.01(a).

“Intellectual Property” has the meaning assigned to such term in the Security Agreement.

“Intellectual Property Security Agreement” means any agreement, or a supplement thereto, executed on or after the Closing Date confirming or effecting the grant of any Lien on Intellectual Property owned by any Loan Party to the Administrative Agent, for the benefit of the Secured Parties, in accordance with this Agreement and the Security Agreement, including an Intellectual Property Security Agreement substantially in the form attached to the Security Agreement.

“Intercreditor Agreement” means:

(a) with respect to any Indebtedness that constitutes ABL Revolving Credit Obligations, the ABL Intercreditor Agreement;

(b) with respect to any Indebtedness that is secured on a *pari passu* basis with the Initial Term Loans, a *Pari Passu* Intercreditor Agreement;

(c) with respect to any Indebtedness that is secured on a junior lien basis as compared to the Initial Term Loans, a Second Lien Intercreditor Agreement; or

(d) with respect to any other Indebtedness, any other intercreditor or subordination agreement or arrangement (which may take the form of a “waterfall” or similar provision), as applicable, the terms of which are (i) consistent with market terms (as determined by the Borrower and the Administrative Agent in good faith) governing arrangements for the sharing and/or subordination of liens and/or arrangements relating to the distribution of payments, as applicable, at the time the relevant intercreditor agreement is proposed to be established in light of the type of Indebtedness subject thereto and/or (ii) reasonably acceptable to the Borrower and the Administrative Agent.

“Interest Coverage Ratio” means, as of any date of determination, the ratio, of (a) Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries for the most recently ended Test Period as of such date to (b) Consolidated Cash Interest Expense of the Borrower and its Restricted Subsidiaries for the most recently ended Test Period as of such date.

“Interest Election Request” means a request by the Borrower in the form of Exhibit D hereto or another form reasonably acceptable to the Administrative Agent to convert or continue a Borrowing in accordance with Section 2.08.

“Interest Payment Date” means (a) with respect to any ABR Loan, the last Business Day of each Fiscal Quarter (commencing with the first full Fiscal Quarter to elapse after the Closing Date) and the maturity date applicable to such ABR Loan and (b) with respect to any Term SOFR Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term SOFR Loan with an Interest Period of more than three months’ duration, each day that would have been an Interest Payment Date had successive Interest Periods of three months’ duration been applicable to such Borrowing.

“Interest Period” means as to each Term SOFR Loan, the period commencing on the date such Term SOFR Loan is disbursed or converted to or continued as a Term SOFR Loan and ending on the date one, three or six months (or, if agreed by all relevant Lenders participating in the relevant Term Facility, period shorter than one month) thereafter, as selected by the Borrower in its Borrowing Request (in the case of each requested Interest Period, subject to availability); provided that the initial Interest Period may be a partial period ending as of the next month-end or quarter-end occurring after the Closing Date, as elected by the Borrower; provided further that:

(i) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Term SOFR Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(ii) any Interest Period pertaining to a Term SOFR Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(iii) no Interest Period shall extend beyond the Maturity Date.

“Investment” means (a) any purchase or other acquisition by the Borrower or any of its Restricted Subsidiaries of (i) any Capital Stock of any other Person (other than any Loan Party) and/or (ii) any bond, debenture, note or other evidence of Indebtedness, secured or unsecured, convertible, subordinated or otherwise, of any other Person (other than any Loan Party), (b) the acquisition by purchase or otherwise (other than any purchase or other acquisition of inventory, materials, supplies and/or equipment in the ordinary course of business) of all or a substantial portion of the business, property or fixed assets of any other Person or any division or line of business or other business unit of any other Person and (c) any loan, advance (other than any advance to any current or former employee, officer, director, member of management, manager, consultant or independent contractor of the Borrower or any Restricted Subsidiary for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by the Borrower or any of its Restricted Subsidiaries to any other Person. Subject to Section 5.10, the amount of any Investment shall be the original cost of such Investment, plus the cost of any addition thereto that otherwise constitutes an Investment, without any adjustment for any increase or decrease in value, or write-up, write-down or write-off with respect thereto, but giving effect to any repayment of principal and/or payment of interest in the case of any Investment in the form of a loan and any return of capital or return on Investment in the case of any equity Investment (whether as a distribution, dividend, redemption or sale but not in excess of the amount of the relevant initial Investment).

“IP Separation and Relicense Transaction” means (a) any Disposition by any Loan Party of any Material Intellectual Property to any Affiliate (other than any bona fide operational joint venture established for legitimate business purposes), (b) any Investment by any Loan Party in the form of a contribution of Material Intellectual Property to any Unrestricted Subsidiary (other than any bona fide operational joint venture established for legitimate business purposes) and/or (c) any Restricted Payment in the form of a distribution of Material Intellectual Property, in each case, of the foregoing clauses (a), (b) and (c), which Material Intellectual Property is, following the consummation of such Disposition, Investment or Restricted Payment, as applicable, licensed by the Borrower and/or any Restricted Subsidiary from the recipient of such Material Intellectual Property for use by the Borrower and/or such Restricted Subsidiary in the ordinary course of business (other than pursuant to a bona fide “transition

service” or similar arrangement or in the same manner as other customers, suppliers or commercial partners of the relevant transferee generally).

“IRS” means the U.S. Internal Revenue Service.

“Japan ABL Facility” means the Japan ABL Facility (as defined in the Borrower’s filing on form 10-K for the annual period ended December 31, 2022), as amended, restated, supplemented or otherwise modified from time to time.

“Joinder Agreement” means a Joinder Agreement substantially in the form of Exhibit A to the Loan Guaranty or such other form that is reasonably satisfactory to the Administrative Agent and the Borrower.

“Junior Indebtedness” means any Indebtedness of the Borrower or any of its Restricted Subsidiaries (other than Indebtedness among the Borrower and/or its subsidiaries) that is expressly subordinated in right of payment to the Obligations with an individual outstanding principal amount in excess of the Threshold Amount.

“Junior Lien Indebtedness” means any Indebtedness of the Borrower or any of its Restricted Subsidiaries that is secured by a security interest in the Collateral (other than Indebtedness among the Borrower and/or its subsidiaries) that is expressly junior or subordinated to the Lien securing the Term Facility on the Closing Date with an individual outstanding principal amount in excess of the Threshold Amount.

“Large Venue New Location” means a New Location that has greater than or equal to 102 driving range bays.

“Latest Maturity Date” means, as of any date of determination, the latest maturity or expiration date applicable to any Loan or commitment hereunder at such time, including the latest maturity or expiration date of any Term Loan or Term Commitment.

“Legal Reservations” means the application of relevant Debtor Relief Laws, general principles of equity and/or principles of good faith and fair dealing.

“Lender Recipient Party” means collectively, the Lenders.

“Lenders” means the Term Lenders and any other Person that becomes a party hereto pursuant to an Assignment Agreement, other than any such Person that ceases to be a party hereto pursuant to an Assignment Agreement.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capital Lease having substantially the same economic effect as any of the foregoing), in each case, in the nature of security; provided that in no event shall an operating lease in and of itself be deemed to constitute a Lien.

“Loan Documents” means this Agreement, Amendment No. 1, Amendment No. 2, any Promissory Note, each Loan Guaranty, the Collateral Documents, any Intercreditor Agreement to which the Borrower is a party, each Refinancing Amendment, each Incremental Facility Amendment, each Extension Amendment and any other document or instrument designated by the Borrower and the Administrative Agent as a “Loan Document”. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto.

“Loan Guarantor” means any Subsidiary Guarantor.

“Loan Guaranty” means the Guaranty Agreement, dated as of the Closing Date, executed by each Loan Guarantor and the Administrative Agent for the benefit of the Secured Parties, as supplemented in accordance with the terms of Section 5.12 hereof.

“Loan Installment Date” has the meaning assigned to such term in Section 2.10(a).

“Loan Parties” means the Borrower and each Subsidiary Guarantor.

“Loans” means any Initial Term Loan or any Additional Term Loan.

“Margin Stock” has the meaning assigned to such term in Regulation U.

“Market Capitalization” means an amount equal to (i) the total number of issued and outstanding shares of Capital Stock of the Borrower (or any successor entity) or any direct or indirect parent of the Borrower on the date of the declaration or making of the relevant Restricted Payment multiplied by (ii) the arithmetic mean of the closing prices per share of such Capital Stock for the 30 consecutive trading days immediately preceding the date of declaration or making of such Restricted Payment.

“Material Adverse Effect” means a material adverse effect on (a) the business, assets, financial condition or results of operations, in each case, of the Borrower and its Restricted Subsidiaries, taken as a whole, (b) the rights and remedies (taken as a whole) of the Administrative Agent under the applicable Loan Documents or (c) the ability of the Loan Parties (taken as a whole) to perform their payment obligations under the applicable Loan Documents.

“Material Debt Instrument” means any physical instrument evidencing any Indebtedness for borrowed money owing from any Person other than any Loan Party to a Loan Party which is required to be pledged and delivered to the Administrative Agent (or its bailee) pursuant to the Security Agreement.

“Material Intellectual Property” means any intellectual property owned by any Loan Party that is, in the good faith determination of the Borrower, material to the operation of the business of the Borrower and its Restricted Subsidiaries, taken as a whole.

“Material Real Estate Asset” means any “fee-owned” Real Estate Asset owned by any Loan Party having a fair market value (as determined by the Borrower in good faith after taking into account any liabilities with respect thereto that impact such fair market value) in excess of \$15,000,000 as of the date of acquisition thereof; provided that, notwithstanding the foregoing, it is understood and agreed that the term “Material Real Estate Asset” shall not include (a) the property located at 2180 Rutherford Road, Carlsbad, CA 92008, (b) until the date that is 12 months after the later of (i) the Closing Date and (ii) ~~the~~ the acquisition thereof, any Real Estate Asset that, as of the Closing Date or the date of acquisition thereof, as applicable, is expected by the Borrower in good faith to be subject to a sale-leaseback transaction on or prior to the one year anniversary of the Closing Date or the acquisition thereof, as applicable; it being understood that such Real Estate Asset shall only constitute a Material Real Estate Asset if the fair market value (determined in accordance with the above) thereof exceeds \$15,000,000 on the one year anniversary of the later of (i) the Closing Date and (ii) the acquisition thereof or (c) any improvement on land to the extent such land is not owned in fee simple by any Loan Party.

“Mature Large Venue Location” means each Topgolf location that (a) has greater than or equal to 102 driving range bays and (b) as of the last day of the most recently ended Test Period, has been open for at least 12 fiscal months.

“Mature Medium Venue Location” means each Topgolf location that (a) has greater than or equal to 50 driving range bays but less than 102 driving range bays and (b) as of the last day of the most recently ended Test Period, has been open for at least 12 fiscal months.

“Mature Small Venue Location” means each Topgolf location that (a) has less than 50 driving range bays and (b) as of the last day of the most recently ended Test Period, has been open for at least 12 fiscal months.

“Mature Locations” means, collectively, each Mature Small Venue Location, each Mature Medium Venue Location and each Mature Large Venue Location.

“Maturity Date” means (a) with respect to the Initial Term Loans, the Initial Term Loan Maturity Date, (b) with respect to any Replacement Term Loans, the final maturity date for such Replacement Term Loans as set forth in the applicable Refinancing Amendment, (c) with respect to any Incremental Facility, the final maturity date set forth in the applicable Incremental Facility Amendment, and (d) with respect to any Extended Term Loans, the final maturity date set forth in the applicable Extension Amendment.

“Maturity Limitation Excluded Amount” means an amount equal to (I) prior to the consummation of the Topgolf Sale, the greater of (x) \$560,000,000 and (y) 100.0% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of (x) \$257,000,000 and (y) 100.0% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period *minus* the sum of (t) the aggregate amount of Incremental Equivalent Debt incurred without regard to clause (c) and/or (d) of the definition of “Incremental Equivalent Debt”, (u) the aggregate amount of Incremental Loans incurred without regard to clause (vi) and/or (vii) of Section 2.22(a), (v) the aggregate amount of Extended Term Loans Incurred without regard to clause (iii) and/or (iv) of Section 2.23(a), (w) the aggregate amount of Refinancing Indebtedness incurred without regard to the requirements under clause (ii) of Section 6.01(p), (x) the aggregate amount of Acquisition Ratio Debt incurred without regard to the requirements under clause (iv) of Section 6.01(q), (y) the aggregate amount of Ratio Debt incurred without regard to the requirements under clause (3) of the proviso to Section 6.01(w) and (z) the aggregate amount of Replacement Term Loans incurred without regard to clause (B) of Section 9.02(c), in each case, other than Customary Bridge Loans.

“Maximum Rate” has the meaning assigned to such term in Section 9.19.

“Medium Venue New Location” means a New Location that has greater than or equal to 50 driving range bays but less than 102 driving range bays.

“Minimum Extension Condition” has the meaning assigned to such term in Section 2.23(b).

“MIRE Event” means, at any time, if there is a Mortgaged Property at such time, any increase, extension or renewal of any Commitment and/or Loan (including any Incremental Facility hereunder), but excluding any continuation or conversion of any Borrowing.

“Moody's” means Moody's Investors Service, Inc.

“Mortgage” means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Administrative Agent and the Secured Parties, on any Material Real Estate Asset constituting Collateral.

“Mortgage Policies” has the meaning assigned to such term in the definition of “Collateral and Guarantee Requirement”.

“Mortgaged Property” means any Material Real Estate Asset constituting Collateral and secured by a Mortgage hereunder.

“Multiemployer Plan” means any employee benefit plan which is a “multiemployer plan” as defined in Section 3(37) of ERISA, that is subject to the provisions of Title IV of ERISA, and in respect of which the Borrower or any of its Restricted Subsidiaries, or any of their respective ERISA Affiliates,

makes or is obligated to make contributions or with respect to which any of them has any ongoing obligation or liability, contingent or otherwise.

“Net Insurance/Condemnation Proceeds” means an amount equal to: (a) any Cash payment or proceeds (including Cash Equivalents) received by the Borrower or any of its Restricted Subsidiaries (i) under any casualty insurance policy in respect of a covered loss thereunder of any assets of the Borrower or any of its Restricted Subsidiaries or (ii) as a result of the taking of any assets of the Borrower or any of its Restricted Subsidiaries by any Person pursuant to the power of eminent domain, condemnation or otherwise, or pursuant to a sale of any such assets to a purchaser with such power under threat of such a taking, minus (b) (i) any actual out-of-pocket costs and expenses incurred by the Borrower or any of its Restricted Subsidiaries in connection with the adjustment, settlement or collection of any claims of the Borrower or the relevant Restricted Subsidiary in respect thereof, (ii) payment of the outstanding principal amount of, premium or penalty, if any, and interest and other amounts on any Indebtedness (other than the Loans and any Indebtedness secured by a Lien on the Collateral that is *pari passu* with or expressly subordinated to the Lien on the Collateral securing any Secured Obligation) that is secured by a Lien on the assets in question and that is required to be repaid or otherwise comes due or would be in default under the terms thereof as a result of such loss, taking or sale, (iii) in the case of a taking, the reasonable out-of-pocket costs of putting any affected property in a safe and secure position, (iv) any selling costs and out-of-pocket expenses (including reasonable broker’s fees or commissions, legal fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith and transfer and similar Taxes and the Borrower’s good faith estimate of income Taxes paid or payable (including pursuant to Tax sharing arrangements or any intercompany distribution)) in connection with any sale or taking of such assets as described in clause (a) of this definition, (v) amounts required to be paid to any Person (other than the Borrower or any Restricted Subsidiary) owning a beneficial interest in the subject assets; and (vi) any amounts provided as a reserve in accordance with GAAP against any liabilities under any indemnification obligation or purchase price adjustments associated with any sale or taking of such assets as referred to in clause (a) of this definition (provided that to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Insurance/Condemnation Proceeds).

“Net Proceeds” means (a) with respect to any Disposition (including any Prepayment Asset Sale), the Cash proceeds (including Cash Equivalents and Cash proceeds subsequently received (as and when received) in respect of non-cash consideration initially received), net of (i) selling costs and out-of-pocket expenses (including reasonable broker’s fees or commissions, legal fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith and transfer and similar Taxes and the Borrower’s good faith estimate of income Taxes paid or payable (including pursuant to any Tax sharing arrangement and/or any intercompany distribution) in connection with such Disposition), (ii) amounts provided as a reserve in accordance with GAAP against any liabilities under any indemnification obligation or purchase price adjustment associated with such Disposition (provided that to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Proceeds), (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness (other than the Loans and any other Indebtedness secured by a Lien on the Collateral that is *pari passu* with or expressly subordinated to the Lien on the Collateral securing any Secured Obligation) which is secured by the asset sold in such Disposition and which is required to be repaid or otherwise comes due or would be in default and is repaid (other than any such Indebtedness that is assumed by the purchaser of such asset), (iv) amounts required to be paid to any Person (other than the Borrower or any Restricted Subsidiary) owning a beneficial interest in the subject assets; and (v) Cash escrows (until released from escrow to the Borrower or any of its Restricted Subsidiaries) from the sale price for such Disposition; and (b) with respect to any issuance or incurrence of Indebtedness or Capital Stock, the Cash proceeds thereof, net of all Taxes and customary fees, commissions, costs, underwriting discounts and other fees and expenses incurred in connection therewith.

“New Facility Lease” means any master facility lease or other lease agreement (excluding, for the avoidance of doubt, the Existing Master Facility Lease) among the Borrower and/or one or more

Restricted Subsidiaries, on the one hand, and any other Person (other than any Loan Party), on the other hand, relating to the leasing to Borrower and/or one or more Restricted Subsidiaries of one or more Topgolf locations.

“New Location” means any Topgolf location that, as of the last day of the most recently ended Test Period, has been open for at least one day and less than 12 full fiscal months.

“Non-Competitor DQI” has the meaning assigned to such term in the definition of “Disqualified Institution”.

“Number of Large Venue Operating Days” has the meaning assigned to such term in the definition of “Annualized New Location EBITDA”.

“Number of Medium Venue Operating Days” has the meaning assigned to such term in the definition of “Annualized New Location EBITDA”.

“Number of Small Venue Operating Days” has the meaning assigned to such term in the definition of “Annualized New Location EBITDA”.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations” means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, all accrued and unpaid fees and all expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of any Loan Party to the Lenders or to any Lender, the Administrative Agent or any indemnified party arising under the Loan Documents in respect of any Loan, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

“Organizational Documents” means (a) with respect to any corporation, its certificate or articles of incorporation or organization and its by-laws, (b) with respect to any limited partnership, its certificate of limited partnership and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating agreement, and (e) with respect to any other form of entity, such other organizational documents required by local Requirements of Law or customary under such jurisdiction to document the formation and governance principles of such type of entity. In the event that any term or condition of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such “Organizational Document” shall only be to a document of a type customarily certified by such governmental official.

“Other Applicable Indebtedness” has the meaning assigned to such term in Section 2.11(b)(i).

“Other Connection Taxes” means, with respect to any Credit Party, Taxes imposed as a result of a present or former connection between such Credit Party and the jurisdiction imposing such Tax (other than connections arising solely from such Credit Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under,

or engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Taxes” means any and all present or future stamp, court or documentary Taxes or any intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“Pari Passu Intercreditor Agreement” means an intercreditor agreement among holders of equal priority secured Indebtedness in a customary form reasonably acceptable to the Administrative Agent and the Borrower, in each case, as such document may be amended, restated, supplemented or otherwise modified from time to time.

“Participant” has the meaning assigned to such term in Section 9.05(c)(i).

“Participant Register” has the meaning assigned to such term in Section 9.05(c).

“Patent” means the following: (a) any and all patents and patent applications; (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing.

“PBGC” means the Pension Benefit Guaranty Corporation.

“Pension Plan” means any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, which the Borrower or any of its Restricted Subsidiaries, or any of their respective ERISA Affiliates, maintains or contributes to or has an obligation to contribute to, or otherwise has any liability, contingent or otherwise.

“Perfection Certificate” means a certificate substantially in the form of Exhibit E.

“Perfection Requirements” means the filing of appropriate financing statements with the office of the Secretary of State or other appropriate office of the state of organization of each Loan Party, the filing of Intellectual Property Security Agreements or other appropriate instruments or notices with the U.S. Patent and Trademark Office and the U.S. Copyright Office, the proper recording or filing, as applicable, of Mortgages and fixture filings with respect to any Mortgaged Property, in each case in favor of the Administrative Agent for the benefit of the Secured Parties and the delivery to the Administrative Agent of any stock certificate or promissory note, together with instruments of transfer executed in blank, in each case, to the extent required by the applicable Loan Documents and/or any other perfection action required under the terms of any Collateral Document.

“Permitted Acquisition” means any acquisition made by the Borrower or any of its Restricted Subsidiaries, whether by purchase, merger or otherwise, of (a) all or substantially all of the assets, or any business line, unit or division or product line (including research and development and related assets in respect of any product) of, any Person or (b) a majority of the outstanding Capital Stock of any Person, but in any event, including any Investment in (x) any Restricted Subsidiary the effect of which is to

increase the Borrower's or any Restricted Subsidiary's equity ownership in such Restricted Subsidiary or (y) any joint venture for the purpose of increasing the Borrower's or its relevant Restricted Subsidiary's ownership interest in such joint venture; provided that (i) such acquisition was not effected pursuant to a hostile offer, and (ii) at the applicable time elected by the Borrower in accordance with Section 1.10(a), no Event of Default under Sections 7.01(a), or (with respect to the Borrower) (f) or (g), shall be continuing.

"Permitted Liens" means Liens permitted pursuant to Section 6.02.

"Permitted Reorganization" means any transaction or undertaking, including any Investments in connection with any internal reorganization and/or any restructuring (including in connection with tax planning and/or corporate reorganization), so long as, after giving effect thereto, neither the Loan Guaranty, taken as a whole, nor the security interest of the Secured Parties in the Collateral, taken as a whole, is materially impaired (including by a material portion of the assets that constitute Collateral immediately prior to such Permitted Reorganization no longer constituting Collateral) as a result of such Permitted Reorganization.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or any other entity.

"Platform" has the meaning assigned to such term in Section 5.01.

"Prepayment Asset Sale" means (a) any Disposition by the Borrower or its Restricted Subsidiaries made pursuant to Section 6.07(h), (b) any Disposition by the Borrower or its Restricted Subsidiaries made pursuant to Section 6.07(q) (except to the extent the relevant acquisition was an Equity-Financed Acquisition) and/or (c) prior to the consummation of the Topgolf Sale, any Specified Sale and Lease-Back Transaction (in each case, other than any Disposition or Specified Sale and Lease-Back Transaction, as applicable, of ABL Priority Collateral).

"Primary Obligor" has the meaning assigned to such term in the definition of "Guarantee".

"Prime Rate" means the rate of interest *per annum* publicly announced from time to time by Bank of America, N.A. as its prime rate. The "prime rate" is a rate set by Bank of America, N.A. based upon various factors including Bank of America, N.A.'s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by Bank of America, N.A. shall take effect at the opening of business on the day specified in the public announcement of such change.

"Pro Forma Basis" or "pro forma effect" means, with respect to any determination of the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio, Consolidated Adjusted EBITDA or Consolidated Total Assets (including any component definitions thereof), that:

(e) (i) in the case of (A) any Disposition of all or substantially all of the Capital Stock of any Restricted Subsidiary or any division and/or product line of the Borrower or any Restricted Subsidiary, (B) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary ~~and/or~~, (C) the implementation of any Business Optimization Initiative relating to a cost savings-related action and/or (D) the Amendment No. 2 Transactions, income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction, shall be excluded as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made and (ii) in the case of (A) any Permitted Acquisition, Investment, designation of an Unrestricted Subsidiary as a Restricted Subsidiary, Business Optimization Initiative relating to a revenue or margin enhancement-related action and/or (B) solely prior to the consummation of the Topgolf Sale, the opening of any New Location (subject to clause (b)(vi) of the definition of "Consolidated Adjusted EBITDA"), income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction shall be included as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made,

(f) any retirement or repayment of Indebtedness that constitutes a Subject Transaction shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made,

(g) any incurrence of Indebtedness by the Borrower or any of its Restricted Subsidiaries that constitutes a Subject Transaction shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided that, (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable Test Period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness at the relevant date of determination (taking into account any interest hedging arrangements applicable to such Indebtedness), (y) interest on any obligation with respect to any Capital Lease shall be deemed to accrue at an interest rate reasonably determined by a Responsible Officer of the Borrower to be the rate of interest implicit in such obligation in accordance with GAAP and (z) interest on any Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, an overnight financing rate or other rate shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen by the Borrower and

(h) the acquisition of any asset included in calculating Consolidated Total Assets and/or the amount Cash or Cash Equivalents, whether pursuant to any Subject Transaction or any Person becoming a subsidiary or merging, amalgamating or consolidating with or into the Borrower or any of its subsidiaries, or the Disposition of any asset included in calculating Consolidated Total Assets described in the definition of "Subject Transaction" shall be deemed to have occurred as of the last day of the applicable Test Period with respect to any test or covenant for which such calculation is being made.

"Projections" means the financial projections of the Borrower and its subsidiaries included in the Information Memorandum (or a supplement thereto).

"Promissory Note" means a promissory note of the Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit G hereto, evidencing the aggregate outstanding principal amount of Loans of the Borrower to such Lender resulting from the Loans made by such Lender.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Company Costs" means Charges associated with compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Charges relating to compliance with the provisions of the Securities Act and the Exchange Act (and, in each case, similar Requirements of Law under other jurisdictions), as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors', managers' and/or employees' compensation, fees and expense reimbursement, Charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees and listing and filing fees.

"Public Lender" has the meaning assigned to such term in Section 9.01(d).

"Qualified Capital Stock" of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

"Ratio Debt" means Indebtedness incurred in reliance on Section 6.01(w).

"Real Estate Asset" means, at any time of determination, all right, title and interest (fee, leasehold or otherwise) of any Loan Party in and to real property (including, but not limited to, land, improvements and fixtures thereon).

“Refinancing Amendment” means an amendment to this Agreement that is reasonably satisfactory to the Administrative Agent and the Borrower executed by (a) the Borrower, (b) the Administrative Agent and (c) each Lender that agrees to provide all or any portion of the Replacement Term Loans being incurred pursuant thereto and in accordance with Section 9.02(c).

“Refinancing Indebtedness” has the meaning assigned to such term in Section 6.01(p).

“Refunding Capital Stock” has the meaning assigned to such term in Section 6.04(a)(viii).

“Register” has the meaning assigned to such term in Section 9.05(b)(iv).

“Regulation D” means Regulation D of the FRB as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation H” means Regulation H of the FRB as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation U” means Regulation U of the FRB as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Regulation X” means Regulation X of the FRB as from time to time in effect and all official rulings and interpretations thereunder or thereof.

“Related Funds” means with respect to any Lender that is an Approved Fund, any other Approved Fund that is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, managers, officers, trustees, employees, partners, agents, advisors and other representatives of such Person and such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

“Replaced Term Loans” has the meaning assigned to such term in Section 9.02(c).

“Replacement Debt” means any Refinancing Indebtedness (whether borrowed in the form of secured or unsecured loans, issued in a public offering, Rule 144A under the Securities Act or other private placement or bridge financing in lieu of the foregoing or otherwise) incurred in respect of Indebtedness permitted under Section 6.01(a) (and any subsequent refinancing of such Replacement Debt).

“Replacement Term Loans” has the meaning assigned to such term in Section 9.02(c)(i).

“Representatives” has the meaning assigned to such term in Section 9.13.

“Repricing Transaction” means each of (a) the prepayment, repayment, refinancing, substitution or replacement of all or a portion of the Initial Term Loans substantially concurrently with the incurrence by any Loan Party of secured syndicated “term B” loans (including any Replacement Term Loans) incurred by any Loan Party having an Effective Yield that is less than the Effective Yield applicable to the Initial Term Loans so prepaid, repaid, refinanced, substituted or replaced and (b) any amendment, waiver or other modification to this Agreement that would have the effect of reducing the Effective Yield applicable to the Initial Term Loans; provided that the primary purpose of such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver or other modification is to reduce the Effective

Yield applicable to the Initial Term Loans; provided, further, that in no event shall any such prepayment, repayment, refinancing, substitution, replacement, amendment, waiver or other modification in connection with a Change of Control or Permitted Acquisition or similar Investment constitute a Repricing Transaction. Any determination by the Administrative Agent of the Effective Yield for purposes of the definition shall be conclusive and binding on all Lenders, and the Administrative Agent shall have no liability to any Person with respect to such determination absent bad faith, gross negligence or willful misconduct.

“Required Excess Cash Flow Percentage” means, as of any date of determination, (a) if the First Lien Leverage Ratio is greater than 2.50:1.00, 50%, (b) if the First Lien Leverage Ratio is less than or equal to 2.50:1.00 and greater than 2.00:1.00, 25% and (c) if the First Lien Leverage Ratio is less than or equal to 2.00:1.00, 0%; it being understood and agreed that, for purposes of this definition as it applies to the determination of the amount of Excess Cash Flow that is required to be applied to prepay the Term Loans under Section 2.11(b)(i) for any Excess Cash Flow Period, the First Lien Leverage Ratio shall be determined on the scheduled date of prepayment on a Pro Forma Basis giving effect to such prepayment.

“Required Lenders” means, at any time, Lenders having Loans or unused Commitments representing more than 50% of the sum of the total Loans and such unused commitments at such time.

“Requirements of Law” means, with respect to any Person, collectively, the common law and all federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Rescindable Amount” has the meaning set forth in Section 2.18(f).

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer” of any Person means the chief executive officer, the president, the chief financial officer, the treasurer, any assistant treasurer, any executive vice president, any senior vice president, any vice president or the chief operating officer of such Person and any other individual or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the Closing Date, shall include any secretary or assistant secretary or any other individual or similar official thereof with substantially equivalent responsibilities of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of any Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party, and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

“Responsible Officer Certification” means, with respect to the financial statements for which such certification is required, the certification of a Responsible Officer of the Borrower that such financial statements fairly present, in all material respects, in accordance with GAAP, the consolidated financial condition of the Borrower as at the dates indicated and its consolidated income and cash flows for the periods indicated, subject to the absence of footnotes and changes resulting from audit and normal year-end adjustments.

“Restricted Amount” has the meaning set forth in Section 2.11(b)(iv).

“Restricted Debt” has the meaning set forth in Section 6.04(b).

“Restricted Debt Payments” has the meaning set forth in Section 6.04(b).

“Restricted Payment” means (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of the Borrower, except a dividend payable solely in shares of Qualified Capital Stock to the holders of such class; (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value (other than solely for shares of Qualified Capital Stock) of any shares of any class of the Capital Stock of the Borrower and (c) any payment (other than any payment made solely with shares of Qualified Capital Stock) made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Capital Stock of the Borrower now or hereafter outstanding.

“Restricted Subsidiary” means, as to any Person, any subsidiary of such Person that is not an Unrestricted Subsidiary. Unless otherwise specified, “Restricted Subsidiary” shall mean any Restricted Subsidiary of the Borrower. Each Subsidiary of the Borrower that is a borrower under the ABL Credit Agreement shall constitute a Restricted Subsidiary at all times.

“S&P” means Standard & Poor’s Financial Services LLC.

“Sale and Lease-Back Transaction” has the meaning assigned to such term in Section 6.08.

“Sanctioned Country” shall mean, at any time, a country or territory which is itself the subject or target of any comprehensive Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Syria, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic and the non-government controlled areas of the Kherson and Zaporizhzhia regions of Ukraine).

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person currently the subject or target of any Sanctions or (d) any Person 50% or more owned or controlled by any such Person or Persons described in the foregoing clauses (a), (b) or (c).

“Sanctions” shall mean any economic or financial sanctions and/or trade embargoes or restrictive measures imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty’s Treasury of the United Kingdom or other relevant sanctions authority.

“Scheduled Consideration” has the meaning assigned to such term in the definition of “Excess Cash Flow”.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of its functions.

“Second Lien Intercreditor Agreement” means an intercreditor agreement among holders of junior and senior ranking priority secured Indebtedness in a customary form reasonably acceptable to the Administrative Agent and the Borrower, in each case, as such document may be amended, restated, supplemented or otherwise modified from time to time.

“Secured Hedging Obligations” means all Hedging Obligations (other than any Excluded Swap Obligation) under each Hedge Agreement that (a) is in effect on the Closing Date between any Loan Party or any Restricted Subsidiary thereof and a counterparty that is the Administrative Agent, a Lender, an Arranger or any Affiliate of the Administrative Agent, a Lender or an Arranger as of the Closing Date and/or (b) is entered into after the Closing Date between any Loan Party or any Restricted Subsidiary thereof and any counterparty that is (or is an Affiliate of) the Administrative Agent, a Lender or an Arranger at the time such Hedge Agreement is entered into, in each case for which such Loan Party or Restricted Subsidiary agrees to provide security and that has been designated to the Administrative Agent in writing by the Borrower as being a Secured Hedging Obligation for purposes of the Loan Documents

and excluding any such Hedging Obligations secured under the ABL Loan Documents; it being understood that the applicable counterparty shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03 and Section 9.10 and any Intercreditor Agreement as if it were a Lender.

“Secured Leverage Ratio” means the ratio, as of any date of determination, of (a) Consolidated Secured Debt of the Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period less Unrestricted Cash of the Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period to (b) Consolidated Adjusted EBITDA for the most recently ended Test Period, in each case of the Borrower and its Restricted Subsidiaries. For purposes of the calculation of the Secured Leverage Ratio, not less than \$100,000,000 of Consolidated Secured Debt will be deemed to be outstanding under the ABL Credit Agreement on each date of determination regardless of the actual amount outstanding thereunder on such date of determination.

“Secured Obligations” means all Obligations, together with (a) all Banking Services Obligations and (b) all Secured Hedging Obligations.

“Secured Parties” means (i) the Lenders, (ii) the Administrative Agent, (iii) each counterparty to a Hedge Agreement with a Loan Party or Restricted Subsidiary thereof the obligations under which constitute Secured Hedging Obligations, (iv) each provider of Banking Services to any Loan Party or Restricted Subsidiary thereof the obligations under which constitute Banking Services Obligations, (v) the Arrangers and (vi) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document.

“Securities” means any stock, shares, units, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; *provided that* “Securities” shall not include any earn-out agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

“Securities Act” means the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

“Security Agreement” means the Security Agreement, dated as of the Closing Date, among the Loan Parties and the Administrative Agent for the benefit of the Secured Parties.

“Similar Business” means any Person the majority of the revenues of which are derived from a business that would be permitted by Section 6.10 if the references to “Restricted Subsidiaries” in Section 6.10 were read to refer to such Person.

“Small Venue New Location” means a New Location that has less than 50 driving range bays.

“SOFR” means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

“SOFR Adjustment” means, with respect to any Initial Term Loan, 0.00% (0 basis points).

“SPC” has the meaning assigned to such term in Section 9.05(e).

“Specified Adjustment Cap” has the meaning assigned to such term in the definition of “Consolidated Adjusted EBITDA.”

“Specified Capital Lease Obligation” means any obligation with respect to a triple net lease or other lease related to the land and improvements for any Topgolf location that, in accordance with GAAP, is required to be treated as a Capital Lease.

“Specified Facility Lease” means (a) the Existing Master Facility Lease and (b) each New Facility Lease.

“Specified Indebtedness” has the meaning assigned to such term in Section 7.01(b)(ii).

“Specified Sale and Lease-Back Transaction” means a Sale and Lease-Back Transaction entered into with respect to any Topgolf location.

“Subject Loans” has the meaning assigned to such term in Section 2.11(b)(ii).

“Subject Person” has the meaning assigned to such term in the definition of “Consolidated Net Income”.

“Subject Proceeds” has the meaning assigned to such term in Section 2.11(b)(ii).

“Subject Transaction” means, with respect to any Test Period, (a) the Transactions and the Amendment No. 2 Transactions, (b) any Permitted Acquisition or any other acquisition, whether by purchase, merger or otherwise, of all or substantially all of the assets of, or any business line, unit or division of, any Person or of a majority of the outstanding Capital Stock of any Person (and, in any event, including any Investment in (x) any Restricted Subsidiary the effect of which is to increase the Borrower’s or any Restricted Subsidiary’s respective equity ownership in such Restricted Subsidiary or (y) any joint venture for the purpose of increasing the Borrower’s or its relevant Restricted Subsidiary’s ownership interest in such joint venture), in each case that is permitted by this Agreement, (c) any Disposition of all or substantially all of the assets or Capital Stock of any subsidiary (or any business unit, line of business or division of the Borrower and/or any Restricted Subsidiary) not prohibited by this Agreement, (d) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary or an Unrestricted Subsidiary as a Restricted Subsidiary in accordance with Section 5.10 hereof, (e) any incurrence or repayment of Indebtedness (other than revolving Indebtedness), (f) any capital contribution in respect of Qualified Capital Stock or any issuance of Qualified Capital Stock, (g) any Business Optimization Initiative, (h) prior to the consummation of the Topgolf Sale, the opening of any New Location and/or (i) any other event that by the terms of the Loan Documents requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a pro forma basis.

“subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof, in each case to the extent the relevant entity’s financial results are required to be included in such Person’s consolidated financial statements under GAAP; provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interests in the nature of a “qualifying share” of the former Person shall be deemed to be outstanding. Unless otherwise specified, “subsidiary” shall mean any subsidiary of the Borrower.

“Subsidiary Guarantor” means (a) on the Closing Date, each subsidiary of the Borrower that is not a Borrower (other than any such subsidiary that is an Excluded Subsidiary on the Closing Date) and (b) thereafter, each subsidiary of the Borrower that becomes a guarantor of the Secured Obligations pursuant to the terms of this Agreement, in each case, until such time as the relevant subsidiary is released from its obligations under the Loan Guaranty in accordance with the terms and provisions hereof.

“Successor Borrower” has the meaning assigned to such term in Section 6.07(a).

“Successor Rate” has the meaning specified in Section 2.14(b).

“Survey” means either (i) a survey of a Mortgaged Property for which all necessary fees (where applicable) have been paid (a) prepared by a surveyor reasonably acceptable to the Administrative Agent, (b) dated or recertificated not earlier than three months prior to the date of such delivery or such other earlier date as may be reasonably satisfactory to the Administrative Agent in its sole discretion, (c) certified to the Administrative Agent and the title company, which certification shall be reasonably acceptable to the Administrative Agent, containing such “Table-A” items as reasonably requested by the Administrative Agent (provided that Table A items 10b and 11, and such other Table A items which are burdensome to obtain or are of significant additional cost relative the other Table A items, shall not be required), and (d) complying with current “Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys,” jointly established and adopted by American Land Title Association, and the National Society of Professional Surveyors (except for such deviations as are acceptable to the Administrative Agent or with which the title insurance company will issue a Mortgage Policy (x) without an exception for items that would be shown on a survey, and (y) which includes endorsements related to survey matters including, but not limited to, ALTA 9, 17, 18, 19, 22, 25 and 28, or their local equivalents, as applicable), or (ii) a survey update or existing survey which, when accompanied by a no change affidavit, is sufficient to permit the title insurance company to issue a Mortgage Policy (a) without an exception for items that would be shown on a survey, and (b) which includes endorsements related to survey matters including, but not limited to, ALTA 9, 17, 18, 19, 22, 25 and 28, or their local equivalents, as applicable.

“Swap Obligations” means, with respect to any Loan Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Taxes” means any and all present and future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Termination Date” has the meaning assigned to such term in the lead-in to Article 5.

“Term Commitment” means any Initial Term Loan Commitment and any Additional Term Loan Commitment.

“Term Facility” means the Term Loans provided to or for the benefit of the Borrower pursuant to the terms of this Agreement.

“Term Lender” means any Initial Term Lender and any Additional Term Lender.

“Term Loan” means the Initial Term Loans and, if applicable, any Additional Term Loans.

“Term Loan Priority Collateral” has the meaning assigned to such term in the ABL Intercreditor Agreement.

“Term SOFR” means:

(a) for any Interest Period with respect to a Term SOFR Loan, the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period; *provided* that if the rate is not published prior to 11:00 a.m. on such determination date then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such Interest Period; and

(b) for any interest calculation with respect to a ABR Loan on any date, the rate per annum equal to the Term SOFR Screen Rate with a term of one month commencing that day;

provided that, solely with respect to the Initial Term Loans, if the Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) of this definition would otherwise be less than 0.00%, the Term SOFR with respect to the Initial Term Loans shall be deemed 0.00% for purposes of this Agreement.

“Term SOFR Loan” means a Term Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

“Term SOFR Screen Rate” means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Administrative Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time).

“Test Period” means, as of any date, the period of four consecutive Fiscal Quarters then most recently ended for which financial statements of the type described in Section 5.01(a) or (b), as applicable, have been delivered (or are required to have been delivered) or have been prepared and are available for delivery.

“Threshold Amount” means (I) prior to the consummation of the Topgolf Sale, the greater of (x) \$85,000,000 and (y) 15% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of (x) \$39,000,000 and (y) 15% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period.

“Topgolf” means Topgolf International, Inc., a Delaware corporation.

“Topgolf Location Indebtedness” means Indebtedness relating to Topgolf locations in the form of mortgage financings, Capital Lease obligations, including Specified Capital Lease Obligations, and/or, to the extent constituting Indebtedness, operating lease liabilities, finance lease liabilities and deemed landlord financing liabilities.

“Topgolf Proceeds Sweep” has the meaning assigned to such term in Section 2.11(b)(ii).

“Topgolf Sale” has the meaning set forth in Amendment No. 2.

“Total Leverage Ratio” means the ratio, as of any date of determination, of (a) Consolidated Total Debt of the Borrower and its Restricted Subsidiaries outstanding as of the last day of the most recently ended Test Period less Unrestricted Cash of the Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period to (b) Consolidated Adjusted EBITDA for the most recently ended Test Period, in each case of the Borrower and its Restricted Subsidiaries. For purposes of the calculation of the Total Leverage Ratio, not less than \$100,000,000 of Consolidated Total Debt will be deemed to be outstanding under the ABL Credit Agreement on each date of determination regardless of the actual amount outstanding thereunder on such date of determination.

“Trademark” means the following: (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all domestic rights corresponding to any of the foregoing.

“Transaction Costs” means fees, premiums, expenses and other transaction costs (including original issue discount or upfront fees) payable or otherwise borne by the Borrower and/or its subsidiaries in connection with the Transactions and the transactions contemplated thereby.

“Transactions” means, collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the Borrowing of Loans hereunder, (b) the amendment and restatement or other refinancing of the ABL Credit Agreement, (c) the refinancing in full of all obligations under, and the termination of the security interests and guarantees with respect to, (x) the Credit Agreement, dated as of January 4, 2019, by and among the Borrower, the lenders party thereto and Bank of America, N.A., as administrative agent thereunder and (y) the Amended and Restated Credit Agreement, dated as of February 8, 2019, by and among Topgolf, as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent thereunder and (d) the payment of the Transaction Costs.

“Treasury Capital Stock” has the meaning assigned to such term in Section 6.04(a)(viii).

“Treasury Regulations” means the U.S. federal income tax regulations promulgated under the Code.

“Type”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to Term SOFR or the Alternate Base Rate.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue or perfection of security interests.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unrestricted Cash” means, as of any date, all unrestricted cash and Cash Equivalents of the Borrower and its Restricted Subsidiaries and all cash and Cash Equivalents restricted solely in favor of or pursuant to any Loan Document (and, to the extent also restricted in favor of or pursuant to any Loan Document, that is restricted in favor of or pursuant to any other Indebtedness).

“Unrestricted Subsidiary” means any (a) subsidiary of the Borrower that is listed on Schedule 5.10 hereto or designated by the Borrower as an Unrestricted Subsidiary after the Closing Date pursuant to Section 5.10 and (b) any subsidiary of any Person described in clause (a) above.

“U.S.” means the United States of America.

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“U.S. Government Securities Business Day” means any Business Day, except any Business Day on which any of the Securities Industry and Financial Markets Association, the New York Stock Exchange or the Federal Reserve Bank of New York is not open for business because such day is a legal holiday under the federal laws of the United States or the laws of the State of New York, as applicable.

“U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.17(f)(ii)(B).

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness; provided that the effect of any prepayment made in respect of such Indebtedness shall be disregarded in making such calculation.

“Wholly-Owned Subsidiary” of any Person means a subsidiary of such Person, 100% of the Capital Stock of which (other than directors’ qualifying shares or shares required by Requirements of Law to be owned by a resident of the relevant jurisdiction) shall be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

“Withholding Agent” means any Borrower, the Administrative Agent, and any other applicable withholding agent.

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Term Loan”) or by Type (e.g., a “Term SOFR Loan”) or by Class and Type (e.g., a “Term SOFR Term Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Term Loan Borrowing”) or by Type (e.g., a “Term SOFR Borrowing”) or by Class and Type (e.g., a “Term SOFR Term Loan Borrowing”).

Section 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” The word “or” shall not be exclusive and shall be deemed to have the meaning of the term “and/or”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein or in any Loan Document (including any Loan Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified or extended, replaced or refinanced (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications or extensions, replacements or refinancings set forth herein), (b) any reference to any law in any Loan Document shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, (c) any reference herein or in any Loan Document to any Person shall be construed to include such Person’s successors and permitted assigns, (d) the words “herein,” “hereof” and “hereunder,” and words of similar import, when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision hereof, (e) all references herein or in any Loan Document to Articles, Sections, clauses, paragraphs, Exhibits and Schedules shall be construed to refer to Articles, Sections, clauses and paragraphs of, and Exhibits and Schedules to, such Loan Document, (f) in the computation of periods of time in any Loan Document from

a specified date to a later specified date, the word “from” means “from and including”, the words “to” and “until” mean “to but excluding” and the word “through” means “to and including” and (g) the words “asset” and “property”, when used in any Loan Document, shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including Cash, securities, accounts and contract rights. For purposes of determining compliance at any time with Sections 6.01, 6.02, 6.04, 6.05, 6.06, 6.07 and 6.09, in the event that any Indebtedness, Lien, contractual restriction, Restricted Payment, Restricted Debt Payment, Investment, Disposition or affiliate transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 6.01, 6.02, 6.04, 6.05, 6.06, 6.07 and 6.09, the Borrower, in its sole discretion, may, from time to time, classify or reclassify (as if incurred on such later date) such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category; provided that, (i) upon delivery of any financial statements pursuant to Section 5.01(a) or (b) following the initial incurrence of any such transactions incurred in reliance on any Fixed Amount under any such Sections, if such transaction (or any portion thereof) could be incurred at such later time under any Incurrence-Based Amount under such Section, such transaction (or portion thereof) shall be automatically reclassified as having been made in reliance on such Incurrence-Based Amount. It is understood and agreed that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, burdensome agreement, Investment, Disposition and/or Affiliate transaction need not be permitted solely by reference to one category of permitted Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, burdensome agreement, Investment, Disposition and/or Affiliate transaction under Sections 6.01, 6.02, 6.04, 6.05, 6.06, 6.07 or 6.09, respectively, and may instead be permitted in part under any combination thereof, but the Borrower will only be required to include the amount and type of such transaction (or portion thereof) in one such category (or combination thereof).

Section 1.04. Accounting Terms; GAAP.

(a) All financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with GAAP as in effect from time to time and, except as otherwise expressly provided herein, all terms of an accounting nature that are used in calculating the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio, Consolidated Adjusted EBITDA, or Consolidated Total Assets shall be construed and interpreted in accordance with GAAP, as in effect from time to time; provided that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date of delivery of the financial statements described in Section 3.04(a) in GAAP or in the application thereof (including the conversion to IFRS as described below) on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change becomes effective until such notice have been withdrawn or such provision amended in accordance herewith; provided, further, that if such an amendment is requested by the Borrower or the Required Lenders, then the Borrower and the Administrative Agent shall negotiate in good faith to enter into an amendment of the relevant affected provisions (without the payment of any amendment or similar fee to the Lenders) to preserve the original intent thereof in light of such change in GAAP or the application thereof; provided, further, that all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any subsidiary at “fair value,” as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof. If the Borrower notifies the Administrative Agent that the Borrower is required to report under IFRS or has elected to do so through an early adoption policy, “GAAP” shall mean international financial reporting standards pursuant to IFRS (provided that after such conversion, the Borrower cannot elect to report under GAAP).

(b) Notwithstanding anything to the contrary herein, but subject to Section 1.10 hereof, all financial ratios and tests (including the Total Leverage Ratio, the First Lien Leverage Ratio, the Secured Leverage Ratio, the Interest Coverage Ratio and the amount of Consolidated Total Assets and Consolidated Adjusted EBITDA (other than, for the avoidance of doubt, for purposes of calculating Excess Cash Flow)) contained in this Agreement that are calculated with respect to any Test Period during which any Subject Transaction occurs shall be calculated with respect to such Test Period and such Subject Transaction on a Pro Forma Basis. Further, if since the beginning of any such Test Period and on or prior to the date of any required calculation of any financial ratio or test (x) any Subject Transaction has occurred or (y) any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Restricted Subsidiaries or any joint venture since the beginning of such Test Period has consummated any Subject Transaction, then, in each case, any applicable financial ratio or test shall be calculated on a Pro Forma Basis for such Test Period as if such Subject Transaction had occurred at the beginning of the applicable Test Period (or, in the case of Consolidated Total Assets (or with respect to any determination pertaining to the balance sheet, including the acquisition of Cash and Cash Equivalents), as of the last day of such Test Period).

(c) Notwithstanding anything to the contrary contained in paragraph (a) above, in the definition of “Capital Lease” or any other provision of any Loan Document, only those leases (assuming for purposes hereof that such leases were in existence on the date hereof) that would constitute Capital Leases in conformity with GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update shall be considered Capital Leases and/or Indebtedness for purposes hereof, and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith.

(d) For the avoidance of doubt, in connection with any incurrence of Indebtedness under Section 2.22, “Required Lenders” shall be calculated on a Pro Forma Basis in accordance with this Section 1.04, Section 2.22 and the definition of “Incremental Cap”; provided that any waiver, amendment or modification obtained on such basis (i) will become operative substantially contemporaneously with the incurrence of such Indebtedness and (ii) does not affect the rights or duties under this Agreement of any Lender holding any Loan and/or Commitment under any then-outstanding Class in a manner that does not affect the rights or duties of the Lenders in respect of the Indebtedness incurred in reliance on Section 2.22 in connection with the relevant amendment; provided further that the aggregate principal amount of such Indebtedness incurred in reliance on Section 2.22 is permitted to be incurred hereunder prior to giving effect to any such waiver, amendment or modification.

Section 1.05. Effectuation of Transactions. Each of the representations and warranties contained in this Agreement (and all corresponding definitions) is made after giving effect to the Transactions, unless the context otherwise requires.

Section 1.06. Timing of Payment of Performance. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or required on a day which is not a Business Day, the date of such payment (other than as described in the definition of “Interest Period”) or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

Section 1.07. Times of Day. Unless otherwise specified herein, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.08. Currency Equivalents Generally.

(a) For purposes of any determination under Article 5, Article 6 (other than the calculation of compliance with any financial ratio for purposes of taking any action hereunder) or Article 7 with respect to the amount of any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, Investment, Disposition, Sale and Lease-Back Transaction, affiliate transaction or other transaction, event or circumstance, or any determination under any other provision of this Agreement, (any of the foregoing, a “specified transaction”), in a currency other than Dollars, (i) the Dollar equivalent amount of a specified transaction in a currency other than Dollars shall be calculated based on the rate of exchange quoted by the Bloomberg Foreign Exchange Rates & World Currencies Page (or any successor page thereto, or in the event such rate does not appear on any Bloomberg Page, by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Borrower) for such foreign currency, as in effect at 11:00 a.m. (London time) on the date of such specified

transaction (which, in the case of any Restricted Payment, shall be deemed to be the date of the declaration thereof and, in the case of the incurrence of Indebtedness, shall be deemed to be on the date first committed); provided, that if any Indebtedness is incurred (and, if applicable, associated Lien granted) to refinance or replace other Indebtedness denominated in a currency other than Dollars, and the relevant refinancing or replacement would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing or replacement, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing or replacement Indebtedness (and, if applicable, associated Lien granted) does not exceed an amount sufficient to repay the principal amount of such Indebtedness being refinanced or replaced, except by an amount equal to (x) unpaid accrued interest and premiums (including tender premiums) thereon plus other reasonable and customary fees and expenses (including upfront fees and original issue discount) incurred in connection with such refinancing or replacement, (y) any existing commitments unutilized thereunder and (z) additional amounts permitted to be incurred under Section 6.01 and (ii) for the avoidance of doubt, no Default or Event of Default shall be deemed to have occurred solely as a result of a change in the rate of currency exchange occurring after the time of any specified transaction so long as such specified transaction was permitted at the time incurred, made, acquired, committed, entered or declared as set forth in clause (i). For purposes of the calculation of compliance with any financial ratio for purposes of taking any action hereunder, on any relevant date of determination, amounts denominated in currencies other than Dollars shall be translated into Dollars at the applicable currency exchange rate used in preparing the financial statements delivered pursuant to Sections 5.01(a) or (b) (or, prior to the first such delivery, the financial statements referred to in Section 3.04), as applicable, for the relevant Test Period and will, with respect to any Indebtedness, reflect the currency translation effects, determined in accordance with GAAP, of any Hedge Agreement permitted hereunder in respect of currency exchange risks with respect to the applicable currency in effect on the date of determination for the Dollar equivalent amount of such Indebtedness.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Borrower's consent to appropriately reflect a change in currency of any country and any relevant market convention or practice relating to such change in currency.

Section 1.09. Cashless Rollovers. Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, to the extent that any Lender extends the maturity date of, or replaces, renews or refinances, any of its then-existing Loans with Incremental Loans, Replacement Term Loans, Extended Term Loans or loans incurred under a new credit facility, in each case, to the extent such extension, replacement, renewal or refinancing is effected by means of a "cashless roll" by such Lender, such extension, replacement, renewal or refinancing shall be deemed to comply with any requirement hereunder or any other Loan Document that such payment be made "in Dollars", "in immediately available funds", "in Cash" or any other similar requirement.

Section 1.10. Certain Calculations and Tests.

(a) Notwithstanding anything to the contrary herein, to the extent that the terms of this Agreement require (i) compliance with any financial ratio or test (including, without limitation, any First Lien Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test) and/or any cap expressed as a percentage of Consolidated Adjusted EBITDA or Consolidated Total Assets, (ii) the absence of a Default or Event of Default (or any type of Default or Event of Default) or (iii) the accuracy of any representations and warranties as a condition to (A) the consummation of any transaction in connection with any acquisition or similar Investment (including the assumption or incurrence of Indebtedness and Liens and any other transaction in connection therewith), (B) the making of any Restricted Payment (including the assumption or incurrence of Indebtedness and Liens and any other transaction in connection therewith) and/or (C) the making of any Restricted Debt Payment (including the assumption or incurrence of Indebtedness and Liens and any other transaction in connection therewith), the determination of whether the relevant condition is satisfied may be made, at the election of the Borrower, (1) in the case of any acquisition or similar Investment (including the assumption or incurrence of Indebtedness and Liens and any other transaction in connection therewith), at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) either (x) the execution of the definitive agreement with respect to such acquisition or Investment or (y) the consummation of such acquisition or Investment, (2) in the case of any Restricted Payment (including the

incurrence of any Indebtedness and Liens and any other transaction in connection therewith), at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) the declaration of such Restricted Payment or (y) the making of such Restricted Payment and (3) in the case of any Restricted Debt Payment (including the incurrence of any Indebtedness and Liens and any other transaction in connection therewith), at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) delivery of irrevocable (which may be conditional) notice with respect to such Restricted Debt Payment or (y) the making of such Restricted Debt Payment, in each case, after giving effect, on a Pro Forma Basis, to (I) the relevant acquisition, Investment, Restricted Payment, Restricted Debt Payment and/or any related Indebtedness (including the intended use of proceeds thereof) and Liens and (II) to the extent definitive documents in respect thereof have been executed or the declaration of any Restricted Payment has been made or delivery of notice with respect to a Restricted Debt Payment has been given (which definitive documents, declaration or notice has not terminated or expired without the consummation thereof), any additional acquisition, Investment, Restricted Payment, Restricted Debt Payment and/or any related Indebtedness (including the intended use of proceeds thereof) and Liens that the Borrower has elected to treat in accordance with this clause (a). For the avoidance of doubt, if the Borrower has elected the option set forth in clause (x) of any of the preceding clauses (1), (2) or (3) in respect of any transaction, then the Borrower shall be permitted to consummate such transaction (and such related transactions) even if any applicable test ceases to be satisfied subsequent to the Borrower's election of such option.

(b) For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or test (including, without limitation, any First Lien Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test and/or the amount of Consolidated Adjusted EBITDA or Consolidated Total Assets), such financial ratio or test shall be calculated at the time such action is taken (subject to clause (a) above), such change is made, such transaction is consummated or such event occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in such financial ratio or test occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

(c) Notwithstanding anything to the contrary herein, with respect to any amount incurred or transaction entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including, without limitation, any First Lien Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test) (any such amount, a "Fixed Amount") substantially concurrently with any amount incurred or transaction entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with a financial ratio or test (including, without limitation, any First Lien Leverage Ratio test, any Secured Leverage Ratio test, any Total Leverage Ratio test and/or any Interest Coverage Ratio test) (any such amount, an "Incurrence-Based Amount"), it is understood and agreed that (i) any Fixed Amount (including, for the avoidance of doubt, clauses (a), (b) and (c) of the Incremental Cap) shall be disregarded in the calculation of the financial ratio or test applicable to the relevant Incurrence-Based Amount (including, for the avoidance of doubt, clause (d) of the Incremental Cap) and (ii) pro forma effect shall be given to the entire transaction.

(d) The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Borrower dated such date prepared in accordance with GAAP.

(e) The increase in any amount secured by any Lien by virtue of the accrual of interest, the accretion of accreted value, the payment of interest or a dividend in the form of additional Indebtedness, amortization of original issue discount and/or any increase in the amount of Indebtedness outstanding solely as a result of any fluctuation in the exchange rate of any applicable currency will not be deemed to be the granting of a Lien for purposes of Section 6.02.

Section 1.11. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under the Delaware Limited Liability Company Act (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been

transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Capital Stock at such time.

Section 1.12. Negative Covenant Carveouts. It is understood and agreed for the avoidance of doubt that the carve-outs from the provisions of Article VI herein may include items or activities that are not restricted by the relevant provision.

Section 1.13. Flood Laws. It is understood and agreed that, for purposes of this Agreement and the other Loan Documents, Material Real Estate Assets located in Zone X do not constitute “Flood Hazard Properties”, and Zone X does not constitute a “special flood hazard area”.

Section 1.14. Interest Rates. The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or the effect of any of the foregoing, or of any Conforming Changes. The Administrative Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing), in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or other action or omission related to or affecting the selection, determination, or calculation of any rate (or component thereof) provided by any such information source or service.

ARTICLE 2 THE CREDITS

Section 2.01. Commitments.

(a) Subject to the terms and conditions set forth herein, each Initial Term Lender severally, and not jointly, agrees to make Initial Term Loans to the Borrower on the Closing Date in Dollars in a principal amount not to exceed its Initial Term Loan Commitment. Amounts paid or prepaid in respect of the Initial Term Loans may not be reborrowed.

(b) Subject to the terms and conditions of this Agreement and any applicable Refinancing Amendment, Extension Amendment or Incremental Facility Amendment, each Lender with an Additional Term Loan Commitment of a given Class, severally and not jointly, agrees to make Additional Term Loans of such Class to the Borrower, which Loans shall not exceed for any such Lender at the time of any incurrence thereof the Additional Term Loan Commitment of such Class of such Lender as set forth in the applicable Refinancing Amendment, Extension Amendment or Incremental Facility Amendment.

Section 2.02. Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class.

(b) Subject to Section 2.14, each Borrowing shall be comprised entirely of ABR Loans or Term SOFR Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Term SOFR Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that (i) any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement, (ii) such Term SOFR Loan shall be deemed to have been made and held by such Lender, and the obligation of the Borrower to repay such Term SOFR Loan shall nevertheless be to such Lender for the account of such domestic or

foreign branch or Affiliate of such Lender and (iii) in exercising such option, such Lender shall use reasonable efforts to minimize increased costs to the Borrower resulting therefrom (which obligation of such Lender shall not require it to take, or refrain from taking, actions that it determines would result in increased costs for which it will not be compensated hereunder or that it otherwise determines would be disadvantageous to it and in the event of such request for costs for which compensation is provided under this Agreement, the provisions of Section 2.15 shall apply).

(c) At the commencement of each Interest Period for any Term SOFR Borrowing, such Term SOFR Borrowing shall comprise an aggregate principal amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000. Each ABR Borrowing when made shall be in a minimum principal amount of \$100,000 and not less than \$500,000. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of 15 different Interest Periods in effect for Term SOFR Borrowings at any time outstanding (or such greater number of different Interest Periods as the Administrative Agent may agree from time to time).

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not, nor shall it be entitled to, request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date applicable to such Loans.

(e) With respect to Term SOFR, the Administrative Agent will have the right in its reasonable discretion in consultation with the Borrower to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

Section 2.03. Requests for Borrowings. Each Term Loan Borrowing, each conversion of Term Loans from one Type to the other, and each continuation of Term SOFR Loans shall be made upon irrevocable notice by the Borrower to the Administrative Agent (provided that notices in respect of Term Loan Borrowings to be made in connection with any acquisition, investment or irrevocable repayment or redemption of Indebtedness may be conditioned on the closing of such Permitted Acquisition, permitted Investment or permitted irrevocable repayment or redemption of Indebtedness). Each such notice must be in the form of a written Borrowing Request, appropriately completed and signed by a Responsible Officer of the Borrower (or provided by telephone and promptly confirmed by delivery of a written Borrowing Request) and must be received by the Administrative Agent (by hand delivery, fax or other electronic transmission (including “.pdf” or “.tif”)) not later than (i) 1:00 p.m. two Business Days prior to the requested day of any Borrowing of, conversion to or continuation of Term SOFR Loans (or one Business Day in the case of any Borrowing of Term SOFR Loans to be made on the Closing Date) and (ii) 9:00 a.m. on the requested date of any Borrowing of or conversion to ABR Loans (or, in each case, such later time as is reasonably acceptable to the Administrative Agent).

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term SOFR Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration. The Administrative Agent shall advise each Lender of the details and amount of any Loan to be made as part of the relevant requested Borrowing (x) in the case of any ABR Borrowing, on the same Business Day of receipt of a Borrowing Request in accordance with this Section or (y) in the case of any Term SOFR Borrowing, no later than one Business Day following receipt of a Borrowing Request in accordance with this Section.

Section 2.04. [Reserved].

Section 2.05. [Reserved].

Section 2.06. [Reserved].

Section 2.07. Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 1:00 p.m. to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's respective Applicable Percentage. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received on the same Business Day, in like funds, to the account designated in the relevant Borrowing Request or as otherwise directed by the Borrower.

(b) Unless the Administrative Agent has received notice from any Lender that such Lender will not make available to the Administrative Agent such Lender's share of any Borrowing prior to the proposed date of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if any Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand (without duplication) such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to Loans comprising such Borrowing at such time. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing, and the obligation of the Borrower to repay the Administrative Agent such corresponding amount pursuant to this Section 2.07(b) shall cease. If the Borrower pays such amount to the Administrative Agent, the amount so paid shall constitute a repayment of such Borrowing by such amount. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the Borrower or any other Loan Party may have against any Lender as a result of any default by such Lender hereunder.

Section 2.08. Type; Interest Elections.

(a) Each Borrowing shall initially be of the Type specified in the applicable Borrowing Request and, in the case of any Term SOFR Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert any Borrowing to a Borrowing of a different Type or to continue such Borrowing and, in the case of a Term SOFR Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders based upon their Applicable Percentages and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election either in writing (by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif")) or by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery, fax or other electronic transmission (including ".pdf" or ".tif") to the Administrative Agent of a written Interest Election Request signed by a Responsible Officer of the Borrower.

(c) If any such Interest Election Request requests a Term SOFR Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Term SOFR Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, such Borrowing shall be converted at the end of such Interest Period to a Term SOFR Borrowing with an Interest Period of one month. Notwithstanding any contrary provision hereof, if an Event of Default exists and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as such Event of Default exists (i) no outstanding Borrowing may be converted to or continued as a Term SOFR Borrowing and (ii) unless repaid, each Term SOFR Borrowing shall be converted to an ABR Borrowing at the end of the then-current Interest Period applicable thereto.

Section 2.09. Termination and Reduction of Commitments.

(a) Unless previously terminated, (i) the Initial Term Loan Commitment on the Closing Date shall automatically terminate upon the making of the Initial Term Loans on the Closing Date and (ii) the Additional Term Loan Commitment of any Class shall terminate as provided in the applicable Refinancing Amendment, Extension Amendment or Incremental Facility Amendment.

Section 2.10. Repayment of Loans; Evidence of Debt.

(a) (i) The Borrower hereby unconditionally promises to repay the outstanding principal amount of the Initial Term Loans to the Administrative Agent for the account of each Initial Term Lender (i) commencing June 30, 2023, on the last Business Day of each Fiscal Quarter prior to the Initial Term Loan Maturity Date (each such date being referred to as a “Loan Installment Date”), in each case in an amount equal to 0.25% of the original principal amount of the Initial Term Loans (as such payments may be reduced from time to time as a result of the application of prepayments in accordance with Section 2.11 and repurchases in accordance with Section 9.05(g) or increased as a result of any increase in the amount of such Initial Term Loans pursuant to Section 2.22(a)), and (ii) on the Initial Term Loan Maturity Date, in an amount equal to the remainder of the principal amount of the Initial Term Loans outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(i) The Borrower shall repay the Additional Term Loans of any Class in such scheduled amortization installments and on such date or dates as shall be specified therefor in the applicable Refinancing Amendment, Incremental Facility Amendment or Extension Amendment (as such payments may be reduced from time to time as a result of the application of prepayments in accordance with Section 2.11 or repurchases in accordance with Section 9.05(g) or increased as a result of any increase in the amount of such Additional Term Loans of such Class pursuant to Section 2.22(a)).

(b) [Reserved].

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period (if any) applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender’s share thereof.

(e) The entries made in the accounts maintained pursuant to paragraphs (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein (absent manifest error); provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any manifest error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement; provided, further, that in the event of any

inconsistency between the accounts maintained by the Administrative Agent pursuant to paragraph (d) of this Section and any Lender's records, the accounts of the Administrative Agent shall govern.

(f) Any Lender may request that Loans made by it be evidenced by a Promissory Note. In such event, the Borrower shall prepare, execute and deliver to such Lender a Promissory Note payable to such Lender and its registered assigns; it being understood and agreed that such Lender (and/or its applicable assign) shall be required to return such Promissory Note to the Borrower in accordance with Section 9.05(b)(iii) and upon the occurrence of the Termination Date (or as promptly thereafter as practicable).

(g) If any Lender (and/or its applicable assign) loses the original copy of its Promissory Note, such Lender shall execute an affidavit of loss containing ~~and~~an indemnification provision that is reasonably satisfactory to the Borrower.

Section 2.11. Prepayment of Loans.

(a) Optional Prepayments.

(i) Upon prior notice in accordance with paragraph (a)(ii) of this Section, the Borrower shall have the right at any time and from time to time to prepay any Borrowing of Term Loans of one or more Classes (such Class or Classes to be selected by the Borrower in its sole discretion) in whole or in part without premium or penalty (but subject (A) in the case of Borrowings of Initial Term Loans only, to Section 2.12(f) and (B) if applicable, to Section 2.16). Each such prepayment shall be paid to the Lenders in accordance with their respective Applicable Percentages of the relevant Class.

(ii) The Borrower shall notify the Administrative Agent by telephone (confirmed in writing) of any prepayment under this Section 2.11(a) (A) in the case of any prepayment of any Term SOFR Borrowing, not later than 1:00 p.m. two Business Days before the date of prepayment or (B) in the case of any prepayment of an ABR Borrowing, not later than 11:00 a.m. on the day of prepayment (or, in each case, such later time to which the Administrative Agent may reasonably agree). Each such notice shall be irrevocable (except as set forth in the proviso to this sentence) and shall specify the prepayment date and the principal amount of each Borrowing or portion of each relevant Class to be prepaid; provided that any notice of prepayment delivered by the Borrower may be conditioned upon the effectiveness of other transactions, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to any Borrowing, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount at least equal to the amount that would be permitted in the case of a Borrowing of the same Type and Class as provided in Section 2.02(c), or such lesser amount that is then outstanding with respect to the Borrowing being repaid (and in increments of \$100,000 in excess thereof or such lesser incremental amount that is then outstanding with respect to such Borrowing being repaid). Each prepayment of Term Loans shall be applied to the Class or Classes of Term Loans specified in the applicable prepayment notice, and each prepayment of Term Loans of such Class or Classes made pursuant to this Section 2.11(a) shall be applied against the remaining scheduled installments of principal due in respect of the Term Loans of such Class or Classes in the manner specified by the Borrower or, in the absence of any such specification on or prior to the date of the relevant optional prepayment, in direct order of maturity.

(b) Mandatory Prepayments.

(i) No later than the fifth Business Day after the date on which the financial statements with respect to each Fiscal Year of the Borrower are required to be delivered pursuant to Section 5.01(b), commencing with the Excess Cash Flow Period ending on or about December 31, 2024, the Borrower shall prepay the outstanding principal amount of Term Loans then subject to ratable prepayment requirements in accordance with clause (vi) of this Section 2.11(b) below

in an aggregate principal amount (the “ECF Prepayment Amount”) equal to (A) the Required Excess Cash Flow Percentage of Excess Cash Flow of the Borrower and its Restricted Subsidiaries for the Excess Cash Flow Period then ended, minus (B) at the option of the Borrower, (1) (x) the aggregate principal amount of any voluntary prepayment, repurchase, redemption or other retirement of any First Lien Debt pursuant to Section 2.11(a) of this Agreement (or, with respect to any First Lien Debt other than any Loan, the corresponding provision of the documentation governing any other First Lien Debt) prior to the date such payment is due, and (y) the amount of any reduction in the outstanding amount of any First Lien Debt resulting from any assignment made in accordance with Section 9.05(g) or any functionally equivalent provision in the definitive documentation with respect to any other First Lien Debt (including in connection with any Dutch Auction (or the equivalent term in the documentation governing any other First Lien Debt)) prior to the date such payment is due and, in each case under this clause (y), based upon the actual amount of cash paid in connection with the relevant assignment, in each case, excluding any such optional prepayment made during such Fiscal Year that reduced the amount required to be prepaid pursuant to this Section 2.11(b)(i) in the prior Fiscal Year (in the case of any prepayment of revolving loans, to the extent accompanied by a permanent reduction in the relevant commitment, and in the case of any such prepayment, to the extent that such prepayment was not financed with the proceeds of other long-term funded Indebtedness (other than revolving Indebtedness) of the Borrower or its Restricted Subsidiaries), (2) the amount applied (or contractually committed to be applied) prior to or, at the election of the Borrower, during the four consecutive Fiscal Quarters after such date for, to the extent not deducted in the calculation of Consolidated Net Income, capital expenditures, acquisitions and/or other Investments and other Scheduled Consideration (provided that, any cash that is not paid in respect of such cash capital expenditures, acquisitions or similar Investments in such four consecutive Fiscal Quarter period shall be added back to Excess Cash Flow in the next Excess Cash Flow Period) and (3) to the extent set forth in a certificate delivered to the Administrative Agent on or prior to the date such payment is due, any amount of cash that is budgeted or otherwise reasonably expected to be paid in respect of planned cash capital expenditures, acquisitions or similar Investments to be consummated or made during the four consecutive Fiscal Quarters after such date (provided that, any cash that is not paid in respect of such cash capital expenditures, acquisitions or similar Investments in such four consecutive Fiscal Quarter period shall be added back to Excess Cash Flow in the next Excess Cash Flow Period) (in the case of any such amount described under clause (2) or (3), to the extent not financed with the proceeds of long-term Indebtedness (other than revolving Indebtedness)), provided that no prepayment under this Section 2.11(b) shall be required unless and to the extent that the amount thereof exceeds \$15,000,000; provided, further, that if at the time that any such prepayment would be required, the Borrower (or any Restricted Subsidiary of the Borrower) is also required to prepay any First Lien Debt of the type described in clause (b) of the definition thereof (such Indebtedness required to be so prepaid or offered to be so repurchased, “Other Applicable Indebtedness”) with any portion of the ECF Prepayment Amount, then the Borrower may apply such portion of the ECF Prepayment Amount on a pro rata basis (determined on the basis of the aggregate outstanding principal amount of the Loans and the relevant Other Applicable Indebtedness (or accreted amount if such Other Applicable Indebtedness is issued with original issue discount) at such time; provided, that the portion of such ECF Prepayment Amount allocated to the Other Applicable Indebtedness shall not exceed the amount of such ECF Prepayment Amount required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such ECF Prepayment Amount shall be allocated to the Term Loans in accordance with the terms hereof) to the prepayment of the Term Loans and to the prepayment of the relevant Other Applicable Indebtedness, and the amount of prepayment of the Term Loans that would have otherwise been required pursuant to this Section 2.11(b)(i) shall be reduced accordingly; provided, further, that to the extent the holders of Other Applicable Indebtedness decline to have such Indebtedness prepaid, the declined amount shall promptly (and in any event within ten Business Days after the date of such rejection) be applied to prepay the Term Loans in accordance with the terms hereof.

(ii) No later than the fifth Business Day following the receipt of Net Proceeds in respect of any Prepayment Asset Sale or Net Insurance/Condemnation Proceeds (other than Net Proceeds and Net Insurance/Condemnation Proceeds in respect of ABL Priority

Collateral), in each case, in excess of \$20,000,000 in any Fiscal Year, the Borrower shall apply an amount equal to 100% of the Net Proceeds or Net Insurance/Condemnation Proceeds received with respect thereto in excess of such threshold (collectively, the "Subject Proceeds") to prepay the outstanding principal amount of Term Loans then subject to ratable prepayment requirements (the "Subject Loans") in accordance with clause (vi) below; provided that (A) if prior to the date any such prepayment is required to be made, the Borrower elects to reinvest (or commit to reinvest) the Subject Proceeds in assets used or useful in the business of the Borrower and/or any Restricted Subsidiary (other than in Cash or Cash Equivalents), then the Borrower shall not be required to make a mandatory prepayment under this clause (ii) in respect of the Subject Proceeds to the extent (x) the Subject Proceeds are so reinvested within 540 days following receipt thereof, or (y) the Borrower or any of its subsidiaries has committed to so reinvest the Subject Proceeds during such 540-day period and the Subject Proceeds are so reinvested within 180 days after the expiration of such 540-day period; it being understood that (1) the Borrower may elect to deem expenditures that otherwise would be permissible reinvestments that occur prior to receipt of such proceeds to have been reinvested in accordance with the terms of this clause (ii), so long as such deemed expenditure shall have been made no earlier than the earlier of (I) the execution of a definitive agreement for such Prepayment Asset Sale and (y) the consummation of such Prepayment Asset Sale and (2) if the Subject Proceeds have not been so reinvested prior to the expiration of the applicable period, the Borrower shall promptly prepay the Subject Loans with the amount of Subject Proceeds not so reinvested as set forth above (without regard to the immediately preceding proviso) and (B) if, at the time that any such prepayment would be required hereunder, the Borrower or any of its Restricted Subsidiaries is required to repay or repurchase any Other Applicable Indebtedness (or offer to repurchase such Other Applicable Indebtedness), then the relevant Person may apply the Subject Proceeds on a pro rata basis to the prepayment of the Subject Loans and to the repurchase or repayment of the Other Applicable Indebtedness (determined on the basis of the aggregate outstanding principal amount of the Subject Loans and the Other Applicable Indebtedness (or accreted amount if such Other Applicable Indebtedness is issued with original issue discount) at such time); it being understood that (1) the portion of the Subject Proceeds allocated to the Other Applicable Indebtedness shall not exceed the amount of the Subject Proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof (and the remaining amount, if any, of the Subject Proceeds shall be allocated to the Subject Loans in accordance with the terms hereof), and the amount of the prepayment of the Subject Loans that would have otherwise been required pursuant to this Section 2.11(b)(ii) shall be reduced accordingly and (2) to the extent the holders of the Other Applicable Indebtedness decline to have such Indebtedness prepaid or repurchased, the declined amount shall promptly (and in any event within ten Business Days after the date of such rejection) be applied to prepay the Subject Loans in accordance with the terms hereof. Notwithstanding anything to the contrary herein, for purposes of this clause (ii), in the case of Net Proceeds in respect of any Prepayment Asset Sale or Net Insurance/Condemnation Proceeds in respect of Term Loan Priority Collateral, the ABL Credit Agreement and any other indebtedness that is secured on a junior priority basis relative to the Liens securing the Obligations in respect of such Term Loan Priority Collateral shall not constitute Other Applicable Indebtedness. Notwithstanding anything in this Section 2.11(b) to the contrary, (x) in the event the Topgolf Sale is consummated and the Amendment No. 2 Effective Date occurs, the Borrower shall, on the Amendment No. 2 Effective Date, prepay Subject Loans in an aggregate principal amount not less than \$500,000,000 with the Net Proceeds of the Topgolf Sale (such prepayment, the "Topgolf Proceeds Sweep"), and (y) in no event shall the Topgolf Sale constitute a Prepayment Asset Sale (and for the avoidance of doubt, any portion of the Net Proceeds of the Topgolf Sale in excess of \$500,000,000 may be retained by the Borrower and shall not be required to prepay the Term Loans pursuant to this Section 2.11(b)(ii)).

(iii) In the event that the Borrower or any of its Restricted Subsidiaries receives Net Proceeds from the issuance or incurrence of Indebtedness by the Borrower or any of its Restricted Subsidiaries (other than Indebtedness that is permitted to be incurred under Section 6.01, except to the extent the relevant Indebtedness constitutes (A) Refinancing Indebtedness (including Replacement Debt) incurred to refinance all or a portion of any Class of Term Loans pursuant to Section 6.01(p), (B) Incremental Loans incurred in reliance on clause (b) of the definition of "Incremental Cap" to refinance all or a portion of any Class of Term Loans

pursuant to Section 2.22, (C) Replacement Term Loans incurred to refinance all or any portion of any Class of Term Loans in accordance with the requirements of Section 9.02(c) and/or (D) Incremental Equivalent Debt incurred in reliance on clause (b) of the definition of “Incremental Cap” to refinance all or a portion of the Loans in accordance with the requirements of Section 6.01(z), in each case to the extent required by the terms thereof to prepay or offer to prepay such Indebtedness), the Borrower shall, promptly upon (and in any event not later than two Business Days thereafter) the receipt of such Net Proceeds by the Borrower or its applicable Restricted Subsidiary, apply an amount equal to 100% of such Net Proceeds to prepay the outstanding principal amount of the relevant Class or Classes of Term Loans in accordance with clause (vi) below.

(iv) Notwithstanding anything in this Section 2.11(b) to the contrary,

(A) the Borrower shall not be required to prepay any amount that would otherwise be required to be paid pursuant to Sections 2.11(b)(i), (ii) or (iii) above to the extent that the relevant Excess Cash Flow is generated by any Foreign Subsidiary, the relevant Prepayment Asset Sale is consummated by any Foreign Subsidiary, the relevant Net Insurance/Condemnation Proceeds are received by any Foreign Subsidiary or the relevant Indebtedness is incurred by any Foreign Subsidiary (except to the extent the relevant Indebtedness constitutes Refinancing Indebtedness incurred by any Foreign Subsidiary to refinance all or a portion of the Initial Term Loans or Additional Term Loans pursuant to Section 6.01(p) or Replacement Term Loans incurred to refinance Initial Term Loans or Additional Term Loans in accordance with the requirements of Section 9.02(c)), as the case may be, for so long as the Borrower determines in good faith that repatriation to the Borrower of any such amount would be prohibited or delayed under any Requirement of Law (including, for the avoidance of doubt, any Requirement of Law relating to financial assistance, corporate benefit, thin capitalization, capital maintenance and similar legal principles, restrictions on “upstreaming” and/or “cross-streaming” of cash within a group and Requirements of Law relating to the fiduciary and/or statutory duties of the directors (or equivalent Persons)) or conflict with the fiduciary duties of such Foreign Subsidiary’s directors, or result in, or could reasonably be expected to result in, a material risk of personal or criminal liability for any officer, director, employee, manager, member of management or consultant of such Foreign Subsidiary (it being understood and agreed that (i) solely within 365 days following the end of the applicable Excess Cash Flow Period or the event giving rise to the relevant Subject Proceeds, the Borrower shall take all commercially reasonable actions required by applicable Requirements of Law to permit such repatriation and (ii) if the repatriation of the relevant affected Excess Cash Flow or Subject Proceeds, as the case may be, is permitted under the applicable Requirement of Law and, to the extent applicable, would no longer conflict with the fiduciary duties of such director, or result in, or be reasonably expected to result in, a material risk of personal or criminal liability for the Persons described above, in either case, within 365 days following the end of the applicable Excess Cash Flow Period or the event giving rise to the relevant Subject Proceeds, an amount equal to the relevant Excess Cash Flow or Subject Proceeds, as the case may be, will be promptly (and in any event not later than two Business Days after any such repatriation) applied (net of additional Taxes payable or reserved against such Excess Cash Flow or such Subject Proceeds as a result thereof, to the extent not already taken into account in computing such Excess Cash Flow or Subject Proceeds, as applicable) to the repayment of the Term Loans pursuant to this Section 2.11(b) to the extent required herein (without regard to this clause (iv)),

(B) the Borrower shall not be required to prepay any amount that would otherwise be required to be paid pursuant to Sections 2.11(b)(i) or (ii) to the extent that the relevant Excess Cash Flow is generated by any joint venture or the relevant Subject Proceeds are received by any joint venture, in each case, for so long as the Borrower determines in good faith that the distribution to the Borrower of such Excess Cash Flow or Subject Proceeds would be prohibited under the Organizational Documents (or any relevant shareholders’ or similar agreement) governing such joint venture; it

being understood that if the relevant prohibition ceases to exist within the 365-day period following the end of the applicable Excess Cash Flow Period or the event giving rise to the relevant Subject Proceeds, an amount equal to the relevant Excess Cash Flow or Subject Proceeds, as the case may be, will be promptly (and in any event not later than two Business Days after such distribution) applied to the repayment of the Term Loans pursuant to this Section 2.11(b) to the extent required herein (without regard to this clause (iv)), and

(C) if the Borrower determines in good faith that the repatriation (including by an intercompany distribution) to the Borrower, directly or indirectly, from a Foreign Subsidiary as a distribution or dividend of any amount required to mandatorily prepay the Term Loans pursuant to Sections 2.11(b)(i), (ii) or (iii) above would result in a material adverse Tax consequence (including any withholding Tax) (such amount, a “Restricted Amount”), the amount that the Borrower is required to mandatorily prepay pursuant to Sections 2.11(b)(i), (ii) or (iii) above, as applicable, shall be reduced by the Restricted Amount; provided that to the extent that the repatriation (including by an intercompany distribution) of the relevant Subject Proceeds, Excess Cash Flow or the Net Proceeds in respect of any such Indebtedness, directly or indirectly, from the relevant Foreign Subsidiary would no longer have a material adverse Tax consequence within the 365-day period following the event giving rise to the relevant Subject Proceeds or the end of the applicable Excess Cash Flow Period, as the case may be, an amount equal to the Subject Proceeds, Excess Cash Flow or the Net Proceeds in respect of any such Indebtedness (net of additional Taxes payable or reserved against such Excess Cash Flow or such Subject Proceeds or Net Proceeds as a result thereof, to the extent not already taken into account in computing such Excess Cash Flow or Subject Proceeds or Net Proceeds, as applicable), as applicable, and to the extent available, not previously applied pursuant to this clause (C), shall be promptly applied to the repayment of the Term Loans pursuant to Section 2.11(b) as otherwise required above; and

(D) the Borrower shall not be required to prepay any amount that would otherwise be required to be paid pursuant to Sections 2.11(b)(i) or (ii) to the extent that the relevant Excess Cash Flow is generated by any Foreign Subsidiary that is not a Loan Party or the relevant Subject Proceeds are received by any Foreign Subsidiary that is not a Loan Party, in each case, for so long as the Borrower determines in good faith that the distribution to the Borrower of such Excess Cash Flow or Subject Proceeds would be prohibited under an agreement permitted pursuant to Section 6.05 governing Indebtedness by which such Foreign Subsidiary is bound; it being understood that if the relevant prohibition ceases to exist within the 365-day period following the end of the applicable Excess Cash Flow Period or the event giving rise to the relevant Subject Proceeds, an amount equal to the Excess Cash Flow or Subject Proceeds (net of additional Taxes payable or reserved against such Excess Cash Flow or such Subject Proceeds as a result thereof, to the extent not already taken into account in computing such Excess Cash Flow or Subject Proceeds, as applicable), as the case may be, will be promptly (and in any event not later than two Business Days after such distribution) applied to the repayment of the Term Loans pursuant to this Section 2.11(b) to the extent required herein (without regard to this clause (iv));

(v) Any Term Lender may elect, by notice to the Administrative Agent at or prior to the time and in the manner specified by the Administrative Agent, prior to any prepayment of Term Loans required to be made by the Borrower pursuant to this Section 2.11(b), to decline all (but not a portion) of its Applicable Percentage of such prepayment (such declined amounts, the “Declined Proceeds”), in which case such Declined Proceeds shall be retained by the Borrower; provided that no Lender may reject any prepayment made under Section 2.11(b)(iii) above to the extent that such prepayment is made with the Net Proceeds of (w) Refinancing Indebtedness (including Replacement Debt) incurred to refinance all or a portion of the Term Loans pursuant to Section 6.01(p), (x) Incremental Loans incurred to refinance all or a portion of the Term Loans pursuant to Section 2.22, (y) Replacement Term Loans incurred to refinance all or any portion of the Term Loans in accordance with the requirements of

Section 9.02(c) and/or (z) Incremental Equivalent Debt incurred to refinance all or a portion of the Loans in accordance with the requirements of Section 6.01(z). If any Lender fails to deliver a notice to the Administrative Agent of its election to decline receipt of its Applicable Percentage of any mandatory prepayment within the time frame specified by the Administrative Agent, such failure will be deemed to constitute an acceptance of such Lender's Applicable Percentage of the total amount of such mandatory prepayment of Term Loans.

(vi) Except as otherwise contemplated by this Agreement or provided in, or intended with respect to, any Refinancing Amendment, any Incremental Facility Amendment, any Extension Amendment or any issuance of Replacement Debt (provided, that such Refinancing Amendment, Incremental Facility Amendment or Extension Amendment may not provide that the applicable Class of Term Loans receive a greater than pro rata portion of mandatory prepayments of Term Loans pursuant to Section 2.11(b) than would otherwise be permitted by this Agreement), in each case effectuated or issued in a manner consistent with this Agreement, each prepayment of Term Loans pursuant to Section 2.11(b) shall be allocated among each Class of Term Loans as directed by the Borrower or, in the absence of such direction, ratably to each Class of Term Loans then outstanding which is *pari passu* with the Initial Term Loans in right of payment and with respect to security (provided that any prepayment of Term Loans with the Net Proceeds of any Refinancing Indebtedness, Incremental Facility or Replacement Term Loans shall be applied to the applicable Class of Term Loans being refinanced or replaced). With respect to each relevant Class of Term Loans, all accepted prepayments under this Section 2.11(b) shall be applied against the remaining scheduled installments of principal due in respect of such Term Loans as directed by the Borrower (or, in the absence of direction from the Borrower, to the remaining scheduled amortization payments in respect of such Term Loans in direct order of maturity), and each such prepayment shall be paid to the Term Lenders in accordance with their respective Applicable Percentage of the applicable Class. If no Lender exercises the right to waive a prepayment of the Term Loans pursuant to Section 2.11(b)(v), the amount of such mandatory prepayment shall be applied first to the then outstanding Term Loans that are ABR Loans to the full extent thereof and then to the then outstanding Term Loans that are Term SOFR Loans in a manner that minimizes the amount of any payments required to be made by the Borrower pursuant to Section 2.16.

(vii) [Reserved].

(viii) Prepayments made under this Section 2.11(b) shall be (A) accompanied by accrued interest as required by Section 2.13, (B) subject to Section 2.16 and (C) in the case of any prepayment of any Initial Term Loan under clause (iii) above as part of a Repricing Transaction, subject to Section 2.12(f) (but shall otherwise be without premium or penalty). At the time of each prepayment required under Section 2.11(b)(ii), the Borrower shall deliver to the Administrative Agent a certificate signed by a Responsible Officer of the Borrower setting forth in reasonable detail the calculation of the amount of such prepayment. The Borrower shall notify the Administrative Agent by telephone (confirmed in writing) of any prepayment under this Section 2.11(b) (A) in the case of any prepayment of any Term SOFR Borrowing, not later than 1:00 p.m. three Business Days before the date of prepayment or (B) in the case of any prepayment of an ABR Borrowing, not later than one Business Day before the date of prepayment.

Section 2.12. Fees.

(a) [Reserved].

(b) [Reserved].

(c) [Reserved].

(d) The Borrower agrees to pay to the Administrative Agent, for its own account, the annual administration fee described in the Fee Letter.

(e) All fees payable hereunder shall be paid on the dates due, in Dollars and in immediately available funds, to the Administrative Agent. Fees paid shall not be refundable under any circumstances except as otherwise provided in the Fee Letter. Fees payable hereunder shall accrue through and including the last day of the month immediately preceding the applicable fee payment date.

(f) In the event that, after the Amendment No. 1 Effective Date but prior to the date that is six months following the Amendment No. 1 Effective Date, the Borrower (A) prepays, repays, refinances, substitutes or replaces any Initial Term Loan in connection with any Repricing Transaction (including, for the avoidance of doubt, any prepayment made pursuant to Section 2.11(b)(iii) that constitutes a Repricing Transaction) or (B) effects any amendment, modification or waiver of, or consent under, this Agreement resulting in a Repricing Transaction, the Borrower shall pay to the Administrative Agent, for the ratable account of each of the applicable Initial Term Lenders, (1) in the case of clause (A), a premium of 1.00% of the aggregate principal amount of the Initial Term Loans so prepaid, repaid, refinanced, substituted or replaced after the Amendment No. 1 Effective Date but prior to the date that is six months following the Amendment No. 1 Effective Date and (2) in the case of clause (B), a fee equal to 1.00% of the aggregate principal amount of the Initial Term Loans that are the subject of such Repricing Transaction outstanding immediately prior to the relevant amendment if the relevant Repricing Transaction or amendment is consummated after the Amendment No. 1 Effective Date but prior to the date that is six months following the Amendment No. 1 Effective Date. If, after the Amendment No. 1 Effective Date but prior to the date that is six months following the Amendment No. 1 Effective Date, all or any portion of the Initial Term Loans held by any Term Lender are prepaid, repaid, refinanced, substituted or replaced pursuant to Section 2.19(b)(iv) as a result of, or in connection with, such Initial Term Lender not agreeing or otherwise consenting to any waiver, consent, modification or amendment referred to in clause (B) above (or otherwise in connection with a Repricing Transaction), such prepayment, repayment, refinancing, substitution or replacement will be made at 101% of the principal amount so prepaid, repaid, refinanced, substituted or replaced. All such amounts shall be due and payable on the date of effectiveness of such Repricing Transaction. It is understood and agreed for the avoidance of doubt that no amount shall be payable pursuant to this Section 2.12(f) in connection with (x) Amendment No. 1 or the transactions contemplated thereby, or (y) any Repricing Transaction consummated on or prior to the Amendment No. 1 Effective Date or on or after the date that is six months following the Amendment No. 1 Effective Date.

(g) Unless otherwise indicated herein, all computations of fees shall be made on the basis of a 360-day year and shall be payable for the actual days elapsed (including the first day but excluding the last day). Each determination by the Administrative Agent of the amount of any fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.13. Interest.

(a) The Term Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Term Loans comprising each Term SOFR Borrowing shall bear interest at the Term SOFR for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) [Reserved].

(d) Notwithstanding the foregoing, if any principal of or interest on any Term Loan or any fee payable by the Borrower hereunder is not, in each case, paid or reimbursed when due, whether at stated maturity, upon acceleration or otherwise, the relevant overdue amount shall bear interest, to the fullest extent permitted by applicable Requirements of Law, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal or interest of any Term Loan, 2.00% plus the rate otherwise applicable to such Term Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount, 2.00% plus the rate applicable to Term Loans that are ABR Loans as provided in paragraph (a) of this Section.

(e) Accrued interest on each Term Loan shall be payable in arrears on each Interest Payment Date for such Term Loan and on the Maturity Date applicable to such Loan; provided that (A) interest accrued pursuant to paragraph (d) of this Section shall be payable on demand, (B) in the event of

any repayment or prepayment of any Term Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (C) in the event of any conversion of any Term SOFR Loan prior to the end of the current Interest Period therefor, accrued interest on such Term Loan shall be payable on the effective date of such conversion.

(f) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Term SOFR shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. Interest shall accrue on each Loan for the day on which the Loan is made and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid; provided that any Loan that is repaid on the same day on which it is made shall bear interest for one day.

Section 2.14. Inability to Determine Rates.

(a) If in connection with any request for a Term SOFR Loan or a conversion of ABR Loans to Term SOFR Loans or a continuation of any of such Term Loans, as applicable, (i) the Administrative Agent reasonably determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate has been determined in accordance with Section 2.14(b), and the circumstances under clause (i) of Section 2.14(b) or the Scheduled Unavailability Date has occurred, or (B) adequate and reasonable means do not otherwise exist for determining Term SOFR for any requested Interest Period with respect to a proposed Term SOFR Loan or in connection with an existing or proposed ABR Loan, or (ii) the Administrative Agent or the Required Lenders reasonably determine that for any reason that Term SOFR for any requested Interest Period with respect to a proposed Term Loan does not adequately and fairly reflect the cost to such Lenders of funding such Term Loan, the Administrative Agent will promptly so notify the Borrower and each Lender.

(b) Thereafter, (x) the obligation of the Lenders to make or maintain Term SOFR Loans, or to convert ABR Loans to Term SOFR Loans, shall be suspended (to the extent of the affected Term SOFR Loans or Interest Periods), and (y) in the event of a determination described in the preceding sentence with respect to the Term SOFR component of the Alternate Base Rate, the utilization of the Term SOFR component in determining the Alternate Base Rate shall be suspended, in each case until the Administrative Agent (or, in the case of a determination by the Required Lenders described in clause (ii) of this Section 2.14(a), until the Administrative Agent upon instruction of the Required Lenders) revokes such notice.

(c) Upon receipt of such notice, (i) the Borrower may revoke any pending request for a Borrowing of, or conversion to, or continuation of Term SOFR Loans (to the extent of the affected Term SOFR Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a Borrowing of ABR Loans in the amount specified therein and (ii) any outstanding Term SOFR Loans shall be deemed to have been converted to ABR Loans immediately at the end of their respective applicable Interest Period.

(d) Replacement of Term SOFR or Successor Rate. Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if the Administrative Agent reasonably determines (which determination shall be conclusive absent manifest error), or the Borrower or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Borrower) that the Borrower or Required Lenders (as applicable) have reasonably determined, that:

(i) adequate and reasonable means do not exist for ascertaining one month, three month and six month interest periods of Term SOFR, including, without limitation, because the Term SOFR Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) CME or any successor administrator of the Term SOFR Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent or such administrator with respect to its publication of Term SOFR, in each case acting in such capacity, has made a public statement identifying a specific date after which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate shall or will no longer be made available, or permitted to be used for determining the interest rate of U.S. dollar denominated syndicated loans, or shall or will otherwise cease, provided that, at the time of such statement, there is no successor administrator that is reasonably satisfactory to the Administrative Agent, that will continue to provide such interest periods of Term SOFR after such specific date (the latest date on which one month, three month and six month interest periods of Term SOFR or the Term SOFR Screen Rate are no longer available permanently or indefinitely, the “Scheduled Unavailability Date”);

(e) then, on a date and time determined by the Administrative Agent (any such date, the “Term SOFR Replacement Date”), which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, Term SOFR will be replaced hereunder and under any Loan Document with Daily Simple SOFR *plus* the SOFR Adjustment for any payment period for interest calculated that can be determined by the Administrative Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the “Successor Rate”).

(f) If the Successor Rate is Daily Simple SOFR *plus* the SOFR Adjustment, all interest payments will be payable on a monthly basis.

(g) Notwithstanding anything to the contrary herein, (i) if the Administrative Agent reasonably determines that Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date, or (ii) if the events or circumstances of the type described in Section 2.14(b)(i) or (ii) have occurred with respect to the Successor Rate then in effect, then in each case, the Administrative Agent and the Borrower may amend this Agreement solely for the purpose of replacing Term SOFR or any then current Successor Rate in accordance with this Section 2.14 at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such alternative benchmark and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated credit facilities syndicated and agented in the United States for such benchmark, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated. For the avoidance of doubt, any such proposed rate and adjustments, shall constitute a “Successor Rate”. Any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

(h) The Administrative Agent will promptly (in one or more notices) notify the Borrower and each Lender of the implementation of any Successor Rate.

(i) Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative

Agent, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

(j) Notwithstanding anything else herein, solely with respect to the Initial Term Loans, if at any time any Successor Rate as so determined would otherwise be less than 0.00%, the Successor Rate with respect to the Initial Term Loans will be deemed to be 0.00% for the purposes of this Agreement and the other Loan Documents.

(k) In connection with the implementation of a Successor Rate, the Administrative Agent will have the right in its reasonable discretion in consultation with the Borrower to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Borrower and the Lenders reasonably promptly after such amendment becomes effective.

(l) For purposes of this Section 2.14, those Lenders that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in Dollars shall be excluded from any determination of Required Lenders.

Section 2.15. Increased Costs.

(a) If any Change in Law:

(i) subjects any Credit Party to any Taxes (other than (A) Indemnified Taxes or (B) Excluded Taxes) on its loans, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

(ii) imposes, modifies or deems applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender; or

(iii) imposes on any Lender any other condition affecting this Agreement or Term SOFR Loans made by any Lender;

and the result of any of the foregoing is to increase the cost to the relevant Lender of making, converting to, continuing or maintaining any Term SOFR Loan (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or otherwise) in respect of any Term SOFR Loan in an amount deemed by such Lender to be material, then, within 30 days after the Borrower's receipt of the certificate contemplated by paragraph (c) of this Section, the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered; provided that the Borrower shall not be liable for such compensation if (x) the relevant Change in Law occurs on a date prior to the date such Lender becomes a party hereto, (y) such Lender invokes Section 2.20 or (z) in the case of requests for reimbursement under clause (ii) above resulting from a market disruption, (A) the relevant circumstances are not generally affecting the banking market or (B) the applicable request has not been made by Lenders constituting Required Lenders.

(b) If any Lender determines that any Change in Law regarding liquidity or capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made

by, such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (other than (A) Indemnified Taxes or (B) Excluded Taxes) (taking into consideration such Lender's or policies and the policies of such Lender's holding company with respect to capital adequacy), then within 30 days of receipt by the Borrower of the certificate contemplated by paragraph (c) of this Section the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) Any Lender requesting compensation under this Section 2.15 shall be required to deliver a certificate to the Borrower that (i) sets forth the amount or amounts necessary to compensate such Lender or the holding company thereof, as applicable, as specified in paragraph (a) or (b) of this Section, (ii) sets forth, in reasonable detail, the manner in which such amount or amounts were determined and (iii) certifies that such Lender is generally charging such amounts to similarly situated borrowers, which certificate shall be conclusive absent manifest error.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided, further, that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16. Break Funding Payments. Subject to Section 9.05(f), in the event of (a) the conversion or prepayment of any principal of any Term SOFR Loan other than on the last day of an Interest Period applicable thereto (whether voluntary, mandatory, automatic, by reason of acceleration or otherwise), (b) the failure to borrow, convert, continue or prepay any Term SOFR Loan on the date or in the amount specified in any notice delivered pursuant hereto or (c) the assignment of any Term SOFR Loan of any Lender other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19, then, in any such event, the Borrower shall compensate each Lender for the amount of any actual loss, expense and/or liability (including any actual loss, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such Lender to fund or maintain Term SOFR loans, but excluding loss of anticipated profit) that such Lender incurs or sustains as a result of such event. Any Lender requesting compensation under this Section 2.16 shall be required to deliver a certificate to the Borrower that (i) sets forth any amount or amounts that such Lender is entitled to receive pursuant to this Section, the basis therefor and, in reasonable detail, the manner in which such amount or amounts were determined and (ii) certifies that such Lender is generally charging the relevant amounts to similarly situated borrowers, which certificate shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

Section 2.17. Taxes.

(a) All payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable Requirements of Law. If any applicable Requirements of Law (as determined in the good faith discretion of the applicable Withholding Agent) requires the deduction or withholding for any Taxes, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Requirements of Law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that, after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17), the amounts received by the applicable Lender (or, in the case of any payment received by the Administrative Agent for its own account, the Administrative Agent) with respect to the applicable Loan Document equal the sum which would have been received had no such deduction or withholding been made.

(b) In addition, without duplication of Section 2.17(a), the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable Requirements of Law, or at the option of the Administrative Agent timely reimburse it for, Other Taxes.

(c) Without duplication of Section 2.17(a), the Loan Parties shall jointly and severally indemnify each Credit Party, within 30 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) payable or paid by such Credit Party or required to be withheld or deducted from a payment to such Credit Party and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided that if the Borrower reasonably believes that such Taxes were not correctly or legally asserted, the Administrative Agent or such Lender, as applicable, will use reasonable efforts to cooperate with the Borrower to obtain a refund of such Taxes (which shall be repaid to the Borrower in accordance with Section 2.17(g)) so long as such efforts would not, in the sole determination of the Administrative Agent or such Lender, result in any additional out-of-pocket costs or expenses not reimbursed by such Loan Party or be otherwise materially disadvantageous to the Administrative Agent or such Lender, as applicable. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error. Notwithstanding anything to the contrary contained in this Section 2.17, the Loan Parties shall not be required to indemnify any Credit Party pursuant to this Section 2.17 for any incremental interest and penalties resulting from a failure by such Credit Party to notify the Loan Parties of such possible indemnification claim within 180 days after such Credit Party receives written notice from the applicable taxing authority of the specific Tax assessment giving rise to such indemnification claim.

(d) [Reserved].

(e) As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment that is reasonably satisfactory to the Administrative Agent.

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation as the Borrower or the Administrative Agent may reasonably request to permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Requirements of Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing,

(A) each Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two executed original copies of

IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) each Foreign Lender shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of any Foreign Lender claiming the benefits of an income tax treaty to which the U.S. is a party, IRS Form W-8BEN or W-8BEN-E (as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of any Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit L-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed copies of IRS Form W-8BEN or W-8BEN-E (as applicable); or

(4) to the extent any Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit L-2 or Exhibit L-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if such Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit L-4 on behalf of each such direct or indirect partner;

(C) each Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed original copies of any other form prescribed by applicable Requirements of Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Requirements of Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to any Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation as is prescribed by applicable Requirements of Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied

with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any documentation it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such documentation or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so. Notwithstanding any other provision of this Section 2.17(f), a Lender shall not be required to deliver any documentation or information that such Lender is not legally eligible to deliver. Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 2.17(f).

(g) Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.17(g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.17(g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.17(g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.17(g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Defined Terms. For purposes of this Section 2.17, the term "Requirements of Law" includes FATCA.

(i) Survival. Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, any Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 2.18. Payments Generally; Allocation of Proceeds; Sharing of Payments; Administrative Agent's Clawback.

(a) Unless otherwise specified, the Borrower shall make each payment required to be made by it hereunder (whether of principal, interest or fees, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to 3:00 p.m. on the date when due, in immediately available funds (or such other form of consideration as the relevant recipient may agree), without set-off (except as otherwise provided in Section 2.17) or counterclaim. Any amount received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. Each such payment shall be made to the Administrative Agent to the applicable account designated by the Administrative Agent to the Borrower, except that any payment made pursuant to Sections 2.15, 2.16, 2.17 or 9.03 shall be made directly to the Person or Persons entitled thereto. The Administrative Agent shall distribute any such payment received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Except as provided in Sections 2.19(b), 2.20, 2.23 and 9.05(g), each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest in respect of the Loans of a given Class and each conversion of any Borrowing to, or continuation of any Borrowing as, a Borrowing of any Type (and of the same Class) shall be allocated pro rata among the Lenders in accordance with their respective Applicable Percentages of the

applicable Class. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole Dollar amount. All payments hereunder shall be made in Dollars or such other form of consideration as the relevant recipient may agree. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) Subject in all respects to the provisions of any applicable Intercreditor Agreement, all proceeds of Collateral received by the Administrative Agent at any time when an Event of Default exists and all or any portion of the Loans have been accelerated hereunder pursuant to Section 7.01, shall be applied, first, on a pro rata basis, to pay any fees, indemnities, or expense reimbursements then due to the Administrative Agent from the Borrower constituting Obligations, second, on a pro rata basis, to pay any fee or expense reimbursement obligation then due to the Lenders from the Borrower that constitutes an Obligation, third, to pay interest due and payable in respect of any Loan, on a pro rata basis, fourth, to prepay principal on the Loans, all Banking Services Obligations and all Secured Hedging Obligations, on a pro rata basis among the Secured Parties, fifth, to the payment of any other Secured Obligation due to the Administrative Agent, any Lender or any other Secured Party by the Borrower on a pro rata basis, sixth, as provided for under any applicable Intercreditor Agreement and seventh, to the Borrower or as the Borrower shall direct.

(c) If any Lender obtains payment (whether voluntary, involuntary, through the exercise of any right of set-off or otherwise) in respect of any principal of or interest on any of its Loans of any Class held by it resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans of such Class and accrued interest thereon than the proportion received by any other Lender with Loans of such Class, then the Lender receiving such greater proportion shall purchase (for Cash at face value) participations in the Loans of such Class of other Lenders of such Class at such time outstanding to the extent necessary so that the benefit of all such payments shall be shared by the Lenders of such Class ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans of such Class; provided that (i) if any such participation is purchased and all or any portion of the payment giving rise thereto is recovered, such participation shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not apply to (x) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by any Lender as consideration for the assignment of or sale of a participation in any Loan to any permitted assignee or participant, including any payment made or deemed made in connection with Sections 2.22, 2.23 and 9.02(c). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Requirements of Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.18(c) and will, in each case, notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.18(c) shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased. For purposes of clause (b)(i) of the definition of Excluded Taxes, a Lender that acquires a participation pursuant to this Section 2.18(c) shall be treated as having acquired such participation on the earlier date(s) on which it acquired an interest in the Loan(s) or Commitment(s) to which such participation relates.

(d) Unless the Administrative Agent has received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of any Lender hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the applicable Lender the amount due. In such event, if the Borrower has not in fact made such payment, then each Lender severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including

the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender fails to make any payment required to be made by it pursuant to Section 2.07(b) or Section 2.18(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(f) With respect to any payment that the Administrative Agent makes for the account of the Lenders hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) the Borrower has not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (3) the Administrative agent has for any reason otherwise erroneously made such payment; then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this clause (f) shall be conclusive, absent manifest error. This Section 2.18(f) shall solely be an agreement between the Administrative Agent and the Lenders.

Section 2.19. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15 or determines it can no longer make or maintain Term SOFR Loans pursuant to Section 2.20, or any Loan Party is required to pay any additional amount to or indemnify any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder affected by such event, or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future or mitigate the impact of Section 2.20, as the case may be, and (ii) would not subject such Lender to any material unreimbursed out-of-pocket cost or expense and would not otherwise be disadvantageous to such Lender in any material respect. The Borrower hereby agrees to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If (i) any Lender requests compensation under Section 2.15 or determines it can no longer make or maintain Term SOFR Loans pursuant to Section 2.20, (ii) any Loan Party is required to pay any additional amount to or indemnify any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, (iii) any Lender is a Defaulting Lender, (iv) any Lender declines to accept an Extension Offer or (v) in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender directly affected thereby" (or any other Class or group of Lenders other than the Required Lenders) with respect to which Required Lender consent (or the consent of Lenders holding loans or commitments of such Class or lesser group representing more than 50% of the sum of the total loans and unused commitments of such Class or lesser group at such time) has been obtained, as applicable, any Lender is a non-consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, (x) terminate the applicable Commitments of such Lender, and repay all Obligations of the Borrower owing to such Lender relating to the applicable Loans held by such Lender as of such termination date or (y) replace such Lender by requiring such Lender to assign and delegate (and such Lender shall be obligated to assign and delegate), without recourse (in accordance with and subject to the restrictions contained in Section 9.05), all of its interests, rights and obligations under this Agreement to an Eligible Assignee that assumes such obligations (which Eligible Assignee may be another Lender, if any Lender accepts such assignment); provided that (A) such Lender has received payment of an amount equal to the outstanding principal

amount of its Loans of such Class of Loans and/or Commitments, accrued interest thereon, accrued fees and all other amounts payable to it under any Loan Document with respect to such Class of Loans and/or Commitments, (B) in the case of any assignment resulting from a claim for compensation under Section 2.15 or any payment required to be made pursuant to Section 2.17, such assignment would result in a reduction in such compensation or payment and (C) such assignment does not conflict with applicable Requirements of Law. No Lender (other than a Defaulting Lender) shall be required to make any such assignment and delegation, and the Borrower may not repay the Obligations of such Lender or terminate its Commitments, in each case, if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each Lender agrees that if it is replaced pursuant to this Section 2.19, it shall execute and deliver to the Administrative Agent an Assignment Agreement to evidence such sale and purchase and deliver to the Administrative Agent any Promissory Note (if the assigning Lender's Loans are evidenced by one or more Promissory Notes) subject to such Assignment Agreement (*provided* that the failure of any Lender replaced pursuant to this Section 2.19 to execute an Assignment Agreement or deliver any such Promissory Note shall not render such sale and purchase (and the corresponding assignment) invalid), such assignment shall be recorded in the Register and any such Promissory Note shall be deemed cancelled. Each Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Lender's attorney-in-fact, with full authority in the place and stead of such Lender and in the name of such Lender, from time to time in the Administrative Agent's discretion, with prior written notice to such Lender, to take any action and to execute any such Assignment Agreement or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (b).

Section 2.20. Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the Closing Date that it is unlawful, for such Lender or its applicable lending office to make, maintain or fund Loans whose interest is determined by reference to SOFR or Term SOFR, or to determine or charge interest rates based upon SOFR or Term SOFR, then, upon notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to make or continue Term SOFR Loans or to convert ABR Loans to Term SOFR Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining ABR Loans the interest rate on which is determined by reference to the Term SOFR component of the Alternate Base Rate, the interest rate on which ABR Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Alternate Base Rate, in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist (which notice such Lender agrees to give promptly). Upon receipt of such notice, (x) the Borrower shall, upon demand from the relevant Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans of such Lender to ABR Loans (it being understood that the interest rate on which ABR Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Alternate Base Rate) either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loan to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loans (in which case the Borrower shall not be required to make any payment pursuant to Section 2.16 in connection with such payment) and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon SOFR, the Administrative Agent shall during the period of such suspension compute the Alternate Base Rate applicable to such Lender without reference to the Term SOFR component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the determination of such Lender, otherwise be materially disadvantageous to such Lender.

Section 2.21. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Person becomes a Defaulting Lender, then the following provisions shall apply for so long as such Person is a Defaulting Lender:

(a) The Commitments and Loans of such Defaulting Lender shall not be included in determining whether all Lenders, each affected Lender, the Required Lenders, or such other number of Lenders as may be required hereby or under any other Loan Document have taken or may take any action

hereunder (including any consent to any waiver, amendment or modification pursuant to Section 9.02); *provided* that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender disproportionately and adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

(b) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of any Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.11, Section 2.15, Section 2.16, Section 2.17, Section 2.18, Article 7, Section 9.05 or otherwise, and including any amounts made available to the Administrative Agent by such Defaulting Lender pursuant to Section 9.09), shall be applied at such time or times as may be determined by the Administrative Agent and, where relevant, the Borrower as follows: first, to the payment of any amount owing by such Defaulting Lender to the Administrative Agent hereunder; second, so long as no Default or Event of Default exists, as the Borrower may request, to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement; third, as the Administrative Agent or the Borrower may elect, to be held in a deposit account and released in order to satisfy obligations of such Defaulting Lender to fund Loans under this Agreement; fourth, to the payment of any amount owing to the non-Defaulting Lenders as a result of any judgment of a court of competent jurisdiction obtained by any non-Defaulting Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; fifth, to the payment of any amount owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and sixth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loan in respect of which such Defaulting Lender has not fully funded its appropriate share and (y) such Loan was made or created, as applicable, at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loan of such Defaulting Lender. Any payment, prepayment or other amount paid or payable to any Defaulting Lender that is applied (or held) to pay any amount owed by any Defaulting Lender pursuant to this Section 2.21(c) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

Section 2.22. Incremental Facilities.

(a) The Borrower may, at any time, on one or more occasions pursuant to an Incremental Facility Amendment add one or more new Classes of term facilities and/or increase the principal amount of the Term Loans of any existing Class by requesting new commitments to provide such Term Loans (any such new Class or increase, an "Incremental Facility" and any loan made pursuant to any Incremental Facility, "Incremental Loans") in an aggregate outstanding principal amount not to exceed the Incremental Cap; provided that:

(i) no Incremental Commitment in respect of any Incremental Facility may be in an amount that is less than \$5,000,000 (or such lesser amount to which the Administrative Agent may reasonably agree),

(ii) except as the Borrower and any Lender may separately agree, no Lender shall be obligated to provide any Incremental Commitment, and the determination to provide any Incremental Commitment shall be within the sole and absolute discretion of such Lender (it being agreed that the Borrower shall not be obligated to offer the opportunity to any Lender to participate in any Incremental Facility),

(iii) no Incremental Facility or Incremental Loan (nor the creation, provision or implementation thereof) shall require the approval of any existing Lender other than in its capacity, if any, as a lender providing all or part of any Incremental Commitment or Incremental Loan,

(iv) except as otherwise permitted herein (including with respect to margin, pricing (including any MFN provision), maturity, Weighted Average Life to Maturity and fees), the terms of any Incremental Facility, if not substantially consistent with those applicable to any

then-existing Term Loans, must be reasonably acceptable to the Administrative Agent (it being agreed that any terms contained in such Incremental Facility (w) that are not materially less favorable to the Borrower (taken as a whole) than those contained in the Loan Documents (as determined in good faith by the Borrower), (x) which are applicable only after the then-existing Latest Maturity Date, (y) that is unsecured, which terms reflect market terms and conditions (taken as a whole) for issuances of “high yield” securities at the time of incurrence or issuance (as determined by the Borrower in good faith) and/or (z) that are more favorable to the lenders or the agent of such Incremental Facility than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents for the benefit of the Term Lenders or the Administrative Agent, as applicable, pursuant to the applicable Incremental Facility Amendment (which shall not require the consent of any existing Lender or the Administrative Agent) shall, in each case be deemed to be satisfactory to the Administrative Agent; provided that notwithstanding the foregoing, a “financial maintenance covenant” applicable to any Incremental Facility that is a “term loan A” may be added to the Loan Documents or included in the applicable documentation for such Incremental Facility and need not be conformed or added to any existing Class),

(v) the Effective Yield (and the components thereof) applicable to any Incremental Facility shall be determined by the Borrower and the lender or lenders providing such Incremental Facility; provided that during the period commencing on the Closing Date and ending on the date that is twelve months after the Closing Date, the Effective Yield applicable to any Incremental Facility which consists of syndicated secured term loans (other than Customary Bridge Loans) that are *pari passu* with the Initial Term Loans in right of payment and with respect to security may not be more than 0.50% per annum higher than the Effective Yield applicable to the Initial Term Loans unless the Applicable Rate (and/or, as provided in the proviso below, the Alternate Base Rate floor or Term SOFR floor) with respect to the Initial Term Loans is adjusted such that the Effective Yield on the Initial Term Loans is not more than 0.50% per annum less than the Effective Yield with respect to such Incremental Facility; provided, further, that any increase in Effective Yield applicable to any Initial Term Loan due to the application or imposition of an Alternate Base Rate floor or Term SOFR floor on any Incremental Loan may, at the election of the Borrower, be effected through an increase in the Alternate Base Rate floor or Term SOFR floor applicable to such Initial Term Loan; provided, further, that this Section 2.22(a)(v) shall not apply (x) in respect of any Incremental Facility the proceeds of which will be applied to finance a Permitted Acquisition or other Investment that is permitted hereunder, (y) in respect of any Incremental Facility having a final maturity date that is greater than two years after the Initial Term Loan Maturity Date or (z) if the aggregate principal amount of such Incremental Loans (together with the aggregate principal amount of all other Incremental Loans excluded in reliance on this clause (z), the aggregate principal amount of all Incremental Equivalent Debt incurred in reliance on clause (z) to the final proviso of the definition of “Incremental Equivalent Debt” and the aggregate principal amount of all term loan Indebtedness secured on a *pari passu* basis with the Liens securing the Term Loans and incurred in reliance on clause (iii) of the final proviso to clause (z) of Section 6.01(w)) does not exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$280,000,000 and 50% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$129,000,000 and 50% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period in the aggregate,

(vi) except with respect to Customary Bridge Loans and Incremental Loans in an aggregate principal amount not to exceed the Maturity Limitation Excluded Amount, the final maturity date with respect to any Class of Incremental Loans shall be no earlier than the Latest Maturity Date,

(vii) except with respect to Customary Bridge Loans and Incremental Loans in an aggregate principal amount not to exceed the Maturity Limitation Excluded Amount, the Weighted Average Life to Maturity of any Incremental Facility shall be no shorter than the remaining Weighted Average Life to Maturity of any then-existing tranche of Term Loans (without giving effect to any prepayment thereof),

(viii) subject to clauses (vi) and (vii) above, any Incremental Facility may otherwise have an amortization schedule as determined by the Borrower and the lenders providing such Incremental Facility,

(ix) subject to clause (v) above, to the extent applicable, any fees payable in connection with any Incremental Facility shall be determined by the Borrower and the arrangers and/or lenders providing such Incremental Facility,

(x) (A) any Incremental Facility may rank *pari passu* with or junior to any then-existing tranche of Term Loans in right of payment and/or security or may be unsecured (and to the extent the relevant Incremental Facility is secured and not incurred under the Loan Documents, it shall be subject to an Intercreditor Agreement) and (B) no Incremental Facility may be (x) guaranteed by any Restricted Subsidiary which is not a Loan Party or (y) secured by any asset of the Borrower and/or any Restricted Subsidiary other than the Collateral,

(xi) except as otherwise agreed by the lender or lenders providing the relevant Incremental Facility in connection with any acquisition or similar Investment, no Event of Default under Section 7.01(a), or with respect to the Borrower, Section 7.01(f) or (g) shall exist immediately prior to or after giving effect to such Incremental Facility,

(xii) any Incremental Facility may participate (A) in any voluntary prepayment of Term Loans as set forth in Section 2.11(a)(i) and (B) in any mandatory prepayment of Term Loans as set forth in Section 2.11(b)(vi), in each case, to the extent provided in such Sections,

(xiii) the proceeds of any Incremental Facility may be used for Acquisitions, Investments, Restricted Payments, Restricted Debt Payments, working capital and/or purchase price adjustments and other general corporate purposes and any other use not prohibited by this Agreement, and

(xiv) on the date of the Borrowing of any Incremental Loans that will be of the same Class as any then-existing Class of Term Loans, and notwithstanding anything to the contrary set forth in Sections 2.08 or 2.13, such Incremental Loans shall be added to (and constitute a part of, be of the same Type as and, at the election of the Borrower, have the same Interest Period as) each Borrowing of outstanding Term Loans of such Class on a pro rata basis (based on the relative sizes of such Borrowings), so that each Term Lender providing such Incremental Loans will participate proportionately in each then-outstanding Borrowing of Term Loans of such Class; it being acknowledged that the application of this clause (a)(xiv) may result in new Incremental Loans having an Interest Period (the duration of which may be less than one month) that begins during an Interest Period then applicable to outstanding Term SOFR Loans of the relevant Class and which ends on the last day of such Interest Period.

(b) Incremental Commitments may be provided by any existing Lender, or by any other Eligible Assignee (any such other lender being called an "Incremental Lender"); provided that the Administrative Agent shall have a right to consent (such consent not to be unreasonably withheld or delayed) to the relevant Incremental Lender's provision of Incremental Commitments if such consent would be required under Section 9.05(b) for an assignment of Loans to such Incremental Lender.

(c) Each Lender or Incremental Lender providing a portion of any Incremental Commitment shall execute and deliver to the Administrative Agent and the Borrower all such documentation (including the relevant Incremental Facility Amendment) as may be reasonably required by the Administrative Agent to evidence and effectuate such Incremental Commitment. On the effective date of such Incremental Commitment, each Incremental Lender shall become a Lender for all purposes in connection with this Agreement.

(d) As conditions precedent to the effectiveness of any Incremental Facility or the making of any Incremental Loans, (i) upon its request, the Administrative Agent shall be entitled to receive customary written opinions of counsel, as well as such reaffirmation agreements, supplements and/or

amendments as it shall reasonably require, (ii) the Administrative Agent shall be entitled to receive, from each Incremental Lender, an Administrative Questionnaire and such other documents as it shall reasonably require from such Incremental Lender, (iii) the Administrative Agent, on behalf of the Incremental Lenders, or the Incremental Lenders, as applicable, shall have received the amount of any fees payable to the Incremental Lenders in respect of such Incremental Facility or Incremental Loans, (iv) subject to Section 2.22(h), the Administrative Agent shall have received a Borrowing Request as if the relevant Incremental Loans were subject to Section 2.03 or another written request the form of which is reasonably acceptable to the Administrative Agent (it being understood and agreed that the requirement to deliver a Borrowing Request shall not result in the imposition of any additional condition precedent to the availability of the relevant Incremental Loans) and (v) the Administrative Agent shall be entitled to receive a certificate of the Borrower signed by a Responsible Officer thereof (A) certifying and attaching a copy of the resolutions adopted by the governing body of the Borrower approving or consenting to such Incremental Facility or Incremental Loans and (B) to the extent applicable, certifying that the condition set forth in clause (a)(xi) above has been satisfied.

(e) [Reserved];

(f) [Reserved].

(g) The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Incremental Facility Amendment and/or any amendment to any other Loan Document as may be necessary in order to establish new Classes or sub-Classes in respect of Loans or commitments pursuant to this Section 2.22, such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new Classes or sub-Classes, in each case on terms consistent with this Section 2.22 and such other amendments as are described in Section 9.02(d)(ii).

(h) Notwithstanding anything to the contrary in this Section 2.22 or in any other provision of any Loan Document, if the proceeds of any Incremental Facility are intended to be applied to finance an acquisition or other Investment and the lenders providing such Incremental Facility so agree, the availability thereof shall be subject to customary “SunGard” or “certain funds” conditionality.

(i) This Section 2.22 shall supersede any provision in Sections 2.18 or 9.02 to the contrary.

Section 2.23. Extensions of Loans.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an “Extension Offer”) made from time to time by the Borrower to all Lenders holding Loans of any Class or Commitments of any Class, in each case on a pro rata basis (based on the aggregate outstanding principal amount of the respective Loans or Commitments of such Class) and on the same terms to each such Lender, the Borrower is hereby permitted to consummate transactions with any individual Lender who accepts the terms contained in the relevant Extension Offer to extend the Maturity Date of all or a portion of such Lender’s Loans and/or Commitments of such Class and otherwise modify the terms of all or a portion of such Loans and/or Commitments pursuant to the terms of the relevant Extension Offer (including by increasing or reducing the interest rate or fees payable in respect of such Loans and/or Commitments (and related outstandings) and/or modifying the amortization schedule, if any, in respect of such Loans) (each, an “Extension”); it being understood that any Extended Term Loans shall constitute a separate Class of Loans from the Class of Loans from which they were converted, so long as the following terms are satisfied:

(i) [reserved];

(ii) except as to (A) interest rates, fees, amortization, final maturity date, Weighted Average Life to Maturity, premiums, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (iii), (iv) and (v), be determined by the Borrower and any Lender who agrees to an Extension of its Term Loans and set forth in the relevant Extension Offer), (B) terms applicable to such Extended Term Loans (as

defined below) that are more favorable to the lenders or the agent of such Extended Term Loans than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents for the benefit of the Term Lenders or, as applicable, the Administrative Agent pursuant to the applicable Extension Amendment (which shall not require the consent of any non-extending Lender or the Administrative Agent) and (C) any covenant or other provision applicable only to periods after the Latest Maturity Date (in each case, as of the date of such Extension), the Term Loans of any Lender extended pursuant to any Extension (any such extended Term Loans, the “Extended Term Loans”) shall have substantially consistent terms (or terms not materially less favorable (taken as a whole) to existing Lenders) (as determined by the Borrower in good faith) as the tranche of Term Loans subject to the relevant Extension Offer;

(iii) except with respect to Extended Term Loans in an aggregate principal amount not to exceed the Maturity Limitation Excluded Amount, the final maturity date of any Extended Term Loans may be no earlier than the Maturity Date of the tranche of Term Loans from which such Extended Term Loans were extended at the time of Extension;

(iv) except with respect to Extended Term Loans in an aggregate principal amount not to exceed the Maturity Limitation Excluded Amount the Weighted Average Life to Maturity of any Extended Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the tranche of Term Loans from which such Extended Term Loans were extended;

(v) subject to clauses (iii) and (iv) above, any Extended Term Loans may otherwise have an amortization schedule as determined by the Borrower and the Lenders providing such Extended Term Loans,

(vi) any Extended Term Loans may participate (A) in any voluntary prepayment of Term Loans as set forth in Section 2.11(a)(i) and (B) in any mandatory prepayment of Term Loans as set forth in Section 2.11(b)(vi), in each case, to the extent provided in such Sections;

(vii) if the aggregate principal amount of Loans or Commitments, as the case may be, in respect of which Lenders have accepted the relevant Extension Offer exceed the maximum aggregate principal amount of Loans or Commitments, as the case may be, offered to be extended by the Borrower pursuant to such Extension Offer, then the Loans or Commitments, as the case may be, of such Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed the applicable Lender’s actual holdings of record) with respect to which such Lenders have accepted such Extension Offer;

(viii) unless the Administrative Agent otherwise agrees, any Extension must be in a minimum amount of \$5,000,000;

(ix) any applicable Minimum Extension Condition must be satisfied or waived by the Borrower; and

(x) any documentation in respect of any Extension shall be consistent with the foregoing.

(b) (i) No Extension consummated in reliance on this Section 2.23 shall constitute a voluntary or mandatory prepayment for purposes of Section 2.11, (ii) the scheduled amortization payments (insofar as such schedule affects payments due to Lenders participating in the relevant Class) set forth in Section 2.10 shall be adjusted to give effect to any Extension of any Class of Loans and/or Commitments and (iii) except as set forth in clause (a)(viii) above, no Extension Offer is required to be in any minimum amount or any minimum increment; provided that the Borrower may at its election specify as a condition (a “Minimum Extension Condition”) to the consummation of any Extension that a minimum amount (to be specified in the relevant Extension Offer in the Borrower’s sole discretion) of Loans or Commitments (as applicable) of any or all applicable tranches be tendered; it being understood that the Borrower may, in its sole discretion, waive any such Minimum Extension Condition. The Administrative Agent and the

Lenders hereby consent to the transactions contemplated by this Section 2.23 (including, for the avoidance of doubt, the payment of any interest, fees or premium in respect of any Extended Term Loans on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including Sections 2.10, 2.11 and/or 2.18) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section.

(c) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to one or more of its Loans and/or Commitments of any Class (or a portion thereof). All Extended Term Loans and all obligations in respect thereof shall constitute Secured Obligations under this Agreement and the other Loan Documents that are secured by the Collateral and guaranteed on a *pari passu* basis with all other applicable Secured Obligations under this Agreement and the other Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into any Extension Amendment and any amendments to any of the other Loan Documents with the Loan Parties as may be necessary in order to establish new Classes or sub-Classes in respect of Loans or Commitments so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new Classes or sub-Classes, in each case on terms consistent with this Section 2.23.

(d) In connection with any Extension, the Borrower shall provide the Administrative Agent at least five Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.23.

(e) In connection with any Extension, to the extent requested by the Administrative Agent, the Lenders shall have received, with respect to any Mortgaged Property, the Flood Insurance Deliverables.

Section 2.24. MIRE Event. Notwithstanding anything to the contrary herein, the making, increasing, extension or renewal of any Loans pursuant to this Agreement shall be subject to flood insurance due diligence and flood insurance compliance in accordance with Section 5.05 hereto.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lenders that:

Section 3.01. Organization; Powers. The Borrower and each of its Restricted Subsidiaries (a) is (i) duly organized and validly existing and (ii) in good standing (to the extent such concept exists in the relevant jurisdiction) under the Requirements of Law of its jurisdiction of organization, (b) has all requisite organizational power and authority to own its assets and to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing (to the extent such concept exists in the relevant jurisdiction) in, every jurisdiction where the ownership, lease or operation of its properties or conduct of its business requires such qualification, except, in each case referred to in this Section 3.01 (other than clause (a)(i) and clause (b), in each case, with respect to the Borrower) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02. Authorization; Enforceability. The execution, delivery and performance by each Loan Party of each Loan Document to which such Loan Party is a party are within such Loan Party's corporate or other organizational power and have been duly authorized by all necessary corporate or other organizational action of such Loan Party. Each Loan Document to which any Loan Party is a party has been duly executed and delivered by such Loan Party and is a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to the Legal Reservations.

Section 3.03. Governmental Approvals; No Conflicts. The execution and delivery of each Loan Document by each Loan Party party thereto and the performance by such Loan Party thereof (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) in connection with the Perfection Requirements and (iii) such consents, approvals, registrations,

filings, or other actions the failure to obtain or make which could not be reasonably expected to have a Material Adverse Effect, (b) will not violate any (i) of such Loan Party's Organizational Documents or (ii) Requirement of Law applicable to such Loan Party which violation, in the case of this clause (b)(ii), would reasonably be expected to have a Material Adverse Effect and (c) will not violate or result in a default under any material Contractual Obligation (including the ABL Loan Documents) to which such Loan Party is a party which violation, in the case of this clause (c), would reasonably be expected to result in a Material Adverse Effect.

Section 3.04. Financial Condition; No Material Adverse Effect.

(a) The financial statements most recently provided pursuant to Section 4.01(c) and Section 5.01(a) or (b), as applicable, present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower on a consolidated basis as of such dates and for such periods in accordance with GAAP, subject, in the case of financial statements provided pursuant to Section 5.01(a) and Section 4.01(c), to the absence of footnotes and normal year-end adjustments.

(b) Since the Closing Date, there have been no events, developments or circumstances that have had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.05. Properties.

(a) As of the Closing Date, Schedule 3.05 sets forth the address of each Material Real Estate Asset.

(b) The Borrower and each of its Restricted Subsidiaries have good and valid fee simple title to or rights to purchase, or valid leasehold interests in, or easements or other limited property interests in, all of their respective Real Estate Assets and have good title to their personal property and assets, in each case, except (i) for defects in title that do not materially interfere with their ability to conduct their business as currently conducted or to utilize such properties and assets for their intended purposes or (ii) where the failure to have such title would not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

(c) The Borrower and its Restricted Subsidiaries own or otherwise have a license or right to use Patents, Trademarks, Copyrights and other rights in works of authorship (including all copyrights embodied in software) and all other Intellectual Property used in the conduct of their respective businesses as presently conducted without infringing, violating or misappropriating of the Intellectual Property of third parties, except where any such infringement, violation or misappropriation would not have, individually or in the aggregate, a Material Adverse Effect. All registrations of Patents, Trademarks and Copyrights and all applications therefor owned by the Borrower and its Restricted Subsidiaries are subsisting, and to the knowledge of the Borrower, valid and enforceable, except where any failure would not have, individually, or in the aggregate, a Material Adverse Effect. No claim, proceeding or litigation regarding any Intellectual Property is pending or, to the knowledge of the Borrower, threatened against the Borrower or its Restricted Subsidiaries that would have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06. Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing against or affecting the Borrower or any of its Restricted Subsidiaries which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except for any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (i) neither the Borrower nor any of its Restricted Subsidiaries has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability and (ii) neither the Borrower nor any of its Restricted Subsidiaries (A) has failed to comply with any Environmental Law or to obtain, maintain or comply with

any permit, license or other approval required under any Environmental Law or (B) has become subject to any Environmental Liability.

(c) Neither the Borrower nor any of its Restricted Subsidiaries has treated, stored, transported or disposed of Hazardous Materials at or from any currently or formerly operated real estate or facility relating to its business in a manner that would reasonably be expected to have a Material Adverse Effect.

Section 3.07. Compliance with Laws. Each of the Borrower and each of its Restricted Subsidiaries is in compliance with all Requirements of Law applicable to it or its property, except, in each case where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; it being understood and agreed that this Section 3.07 shall not apply to the Requirements of Law covered by Section 3.17 below.

Section 3.08. Investment Company Status. No Loan Party is an “investment company” as defined in, or is required to be registered under, the Investment Company Act of 1940.

Section 3.09. Taxes. Each of Borrower and each of its Restricted Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it that are due and payable, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.10. ERISA.

(a) Each Pension Plan is in compliance in form and operation with its terms and with ERISA and the Code and all other applicable Requirements of Law, except where any failure to comply would not reasonably be expected to result in a Material Adverse Effect.

(b) In the five-year period prior to the date on which this representation is made or deemed made, no ERISA Event has occurred and is continuing or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

Section 3.11. Disclosure.

(a) As of the Closing Date, to the knowledge of the Borrower, all written information (other than financial projections, financial estimates, other forward-looking information and/or projected information and information of a general economic or industry-specific nature) concerning the Borrower and its subsidiaries that was included in the Information Memorandum or otherwise prepared by or on behalf of the Borrower or its subsidiaries or their respective representatives and made available to any Initial Lender, any Arranger or the Administrative Agent in connection with the Transactions on or before the Closing Date (the “Information”), when taken as a whole, did not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements were made (after giving effect to all supplements and updates thereto from time to time).

(b) As of the Closing Date, the Projections have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time furnished (it being recognized that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond the Borrower’s control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ from projected results and that such differences may be material).

Section 3.12. Solvency. As of the Closing Date, after giving effect to the Transactions and the incurrence of the Indebtedness and obligations being incurred in connection with this Agreement and the Transactions, (i) the sum of the debt (including contingent liabilities) of the Borrower and its Restricted

Subsidiaries, taken as a whole, does not exceed the fair value of the assets of the Borrower and its Restricted Subsidiaries, taken as a whole, (ii) the present fair saleable value of the assets (on a going concern basis) of the Borrower and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities of the Borrower and its Restricted Subsidiaries, taken as a whole, on their debts as they become absolute and matured in accordance with their terms; (iii) the capital of the Borrower and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Borrower and its Restricted Subsidiaries, taken as a whole, contemplated as of the Closing Date; and (iv) the Borrower and its Restricted Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debt as they mature in accordance with their terms. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liability meets the criteria for accrual under Statement of Financial Accounting Standards No. 5).

Section 3.13. Capitalization and Subsidiaries. Schedule 3.13 sets forth, in each case as of the Closing Date, (a) a correct and complete list of the name of each subsidiary of the Borrower and the ownership interest therein held by the Borrower or its applicable subsidiary, and (b) the type of entity of the Borrower and each of its subsidiaries.

Section 3.14. Security Interest in Collateral. Subject to the Legal Reservations, the Perfection Requirements and the provisions, limitations and/or exceptions set forth in this Agreement and/or any other Loan Document, the Collateral Documents create legal, valid and enforceable Liens on all of the Collateral in favor of the Administrative Agent, for the benefit of itself and the other Secured Parties, and upon the satisfaction of the applicable Perfection Requirements, such Liens constitute perfected Liens (with the priority that such Liens are expressed to have under the relevant Collateral Documents, unless otherwise permitted hereunder or under any Collateral Document or any Intercreditor Agreement) on the Collateral (to the extent such Liens are then required to be perfected under the terms of the Loan Documents) securing the Secured Obligations, in each case as and to the extent set forth therein.

For the avoidance of doubt, notwithstanding anything herein or in any other Loan Document to the contrary, neither the Borrower nor any other Loan Party makes any representation or warranty as to (A) the effects of perfection or non-perfection, the priority or the enforceability of any pledge of or security interest in any Capital Stock or Indebtedness of any Foreign Subsidiary, or as to the rights and remedies of the Administrative Agent or any Lender with respect thereto, under foreign Requirements of Law or (B) the enforcement of any security interest, or right or remedy with respect to any Collateral that may be limited or restricted by, or require any consent, authorization, approval or license under, any Requirement of Law or (C) at any time, the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or enforceability of any pledge or security interest to the extent the same is not required at such time in accordance with the terms hereof.

Section 3.15. Labor Disputes. As of the Closing Date, except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes, lockouts or slowdowns against the Borrower or any of its Restricted Subsidiaries pending or, to the knowledge of the Borrower or any of its Restricted Subsidiaries, threatened and (b) the hours worked by and payments made to employees of the Borrower and its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters.

Section 3.16. Federal Reserve Regulations. No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that results in a violation of the provisions of Regulation U or X.

Section 3.17. Anti-Terrorism Laws; Anti-Corruption Laws.

(a) None of the Borrower, any of its subsidiaries, any of their respective directors and officers or, to the knowledge of the Borrower or such subsidiary, their respective agents, employees, Affiliates or representatives thereof, is a Sanctioned Person. The Borrower maintains processes and procedures designed to promote and achieve compliance by the Borrower, its subsidiaries and their respective directors, officers, employees and agents with applicable Anti-Corruption Laws and Sanctions.

(b) To the extent applicable, the Borrower, its subsidiaries and their respective officers and directors and, to the knowledge of the Borrower, its employees and agents are in compliance and have conducted their business in compliance, in all material respects, with Anti-Corruption Laws and Sanctions.

(c) No Borrowing or use of proceeds by the Borrower and/or any subsidiary will violate any Anti-Corruption Law or applicable Sanctions.

(d) As of the Closing Date, to the knowledge of the Borrower, the information included in the Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender (if any) in connection with this Agreement is true and correct in all respects.

The representations and warranties set forth in Sections 3.17(a), (b) and (c) above made by or on behalf of any Foreign Subsidiary are subject to and limited by any Requirement of Law applicable to such Foreign Subsidiary; it being understood and agreed that to the extent that any Foreign Subsidiary is unable to make any such representation or warranty set forth in Section 3.17 as a result of the application of this sentence, such Foreign Subsidiary shall be deemed to have represented and warranted that it is in compliance, in all material respects, with any equivalent Requirement of Law relating to anti-terrorism, anti-corruption or anti-money laundering that is applicable to such Foreign Subsidiary in its relevant local jurisdiction of organization.

ARTICLE 4 CONDITIONS

Section 4.01. Closing Date. The obligations of each Lender to make Loans shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Loan Documents. The Administrative Agent (or its counsel) shall have received from each Loan Party party thereto, (x) a counterpart signed by such Loan Party (or written evidence reasonably satisfactory to the Administrative Agent (which may include a copy transmitted by facsimile or other electronic method) that such party has signed a counterpart) of (A) (i) this Agreement, together with all schedules hereto, (ii) the Loan Guaranty, (iii) the Security Agreement and (iv) the ABL Intercreditor Agreement and (B) any Promissory Note requested by a Lender at least three Business Days prior to the Closing Date and (y) a Borrowing Request as required by Section 2.03.

(b) Legal Opinions. The Administrative Agent (or its counsel) shall have received, on behalf of itself and the Lenders on the Closing Date, a customary written opinion of (i) Latham & Watkins, LLP, in its capacity as special New York, Delaware, Texas and California counsel for the Loan Parties and (ii) Dentons Durham Jones Pinegar P.C., in its capacity as special Utah counsel for the Loan Parties, in each case, dated the Closing Date and addressed to the Administrative Agent and the Lenders.

(c) Financial Statements. The Administrative Agent shall have received (i) an audited consolidated balance sheet and audited consolidated statements of operations, stockholders' equity and cash flows of TCB as of and for the Fiscal Year ended on or about December 31, 2022, and (ii) a consolidated balance sheet and related statements of operations and cash flows as of and for the Fiscal Quarters ended on or about March 31, 2022, June 30, 2022 and September 30, 2022.

(d) Secretary's Certificate and Good Standing Certificates. The Administrative Agent (or its counsel) shall have received (i) a certificate of each Loan Party, dated the Closing Date and executed by a Responsible Officer thereof, which shall (A) certify that attached thereto is a true and complete copy of the resolutions or written consent of its board of directors, board of managers, members or other governing body authorizing the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, the borrowings hereunder, and that such resolutions or written consents have not been modified, rescinded or amended and are in full force and effect, (B) identify by name and title and bear the signatures of the officers, managers, directors or authorized signatories of such Loan Party authorized to sign the Loan Documents to which it is a party on the Closing Date and (C) certify that (x) attached thereto is a true and complete copy of the certificate or articles of

incorporation or organization (or equivalent) of such Loan Party (the “Articles of Organization”) certified by the relevant authority of the jurisdiction of organization of such Loan Party and a true and complete copy of its bylaws or operating, management, partnership or similar agreement (the “Governing Agreement”) and (y) the Articles of Organization and the Governing Agreement have not been amended (except as otherwise attached to such certificate and certified therein as being the only amendments thereof as of such date) and (ii) a good standing (or equivalent) certificate as of a recent date for such Loan Party from its jurisdiction of organization.

(e) Fees. Prior to or substantially concurrently with the funding of the Initial Term Loans hereunder, the Administrative Agent shall have received (i) all fees required to be paid by the Borrower on the Closing Date pursuant to the Engagement Letter and/or the Fee Letter and (ii) all expenses required to be paid by the Borrower for which invoices have been presented at least three Business Days prior to the Closing Date or such later date to which the Borrower may agree (including the reasonable fees and expenses of legal counsel), in each case on or before the Closing Date, which amounts may be offset against the proceeds of the Loans.

(f) Lien Searches. The Administrative Agent shall have received the results of recent UCC, tax, United States Patent and Trademark Office and United States Copyright Office and judgment Lien searches with respect to each of the Loan Parties to the extent reasonably required by the Administrative Agent, and such results shall not reveal any material judgment or any Lien on any of the assets of the Loan Parties except for Permitted Liens or Liens to be discharged on or prior to the Closing Date.

(g) Transactions. The Transactions contemplated to occur on the Closing Date shall have been consummated.

(h) Solvency. The Administrative Agent (or its counsel) shall have received a certificate in substantially the form of Exhibit M from the chief financial officer (or other officer with reasonably equivalent responsibilities) of the Borrower dated as of the Closing Date and certifying as to the matters set forth therein.

(i) Perfection Certificate. The Administrative Agent (or its counsel) shall have received a completed Perfection Certificate dated the Closing Date and signed by a Responsible Officer of each Loan Party, together with all attachments contemplated thereby.

(j) Pledged Stock and Pledged Notes. The Administrative Agent (or its counsel) shall have received (i) the certificates representing the Capital Stock required to be pledged pursuant to the Security Agreement, together with an undated stock power or similar instrument of transfer for each such certificate endorsed in blank by a duly authorized officer of the pledgor thereof, and (ii) each Material Debt Instrument (if any) endorsed (without recourse) in blank (or accompanied by an transfer form endorsed in blank) by the pledgor thereof.

(k) Filings Registrations and Recordings. Each document (including any UCC (or similar) financing statement) required by any Collateral Document or under applicable Requirements of Law to be filed, registered or recorded, if any, in order to perfect in favor of the Administrative Agent, for the benefit of the Secured Parties, the Liens on the Collateral required to be delivered pursuant to such Collateral Document, shall be in proper form for filing, registration or recordation and the Administrative Agent shall have received evidence that all other actions, recordings and filings that the Administrative Agent may deem necessary in order to have a perfected first priority security interest (subject to the ABL Intercreditor Agreement and Permitted Liens) in the Collateral (including receipt of duly executed payoff letters and UCC-3 termination statements) shall have been taken.

(l) USA PATRIOT Act. No later than three Business Days in advance of the Closing Date, the Administrative Agent shall have received all documentation and other information reasonably requested with respect to any Loan Party in writing by any Initial Lender at least ten Business Days in advance of the Closing Date, which documentation or other information is required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(m) [Reserved].

(n) Beneficial Ownership Certification. To the extent the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation and the Administrative Agent or any Initial Lender has requested the same at least 10 Business Days in advance of the Closing Date, the Administrative Agent or such Initial Lender shall have received a Beneficial Ownership Certification in relation to the Borrower no later than three Business Days in advance of the Closing Date.

(o) Refinancing. After giving effect to the Transactions, the Borrower and its Restricted Subsidiaries shall have outstanding no indebtedness for borrowed money or preferred stock other than (a) the Term Loans, (b) the loans and other extensions of credit under the ABL Credit Agreement, (c) the Convertible Notes, (d) the Japan ABL Facility, (e) Topgolf Location Indebtedness and (f) other indebtedness for borrowed money incurred in the ordinary course of business (including Capital Lease obligations, Specified Capital Lease Obligations, obligation in respect of any construction advance, operating lease liability, any finance lease liability, any deemed landlord financing liability and/or any capitalized rent).

(p) Representations and Warranties. The representations and warranties of the Loan Parties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality or material adverse effect) on and as of the Closing Date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects (or in all respects if qualified by materiality or material adverse effect) only as of such specified date).

(q) No Default or Event of Default. At the time of and immediately after giving effect to the incurrence of the Initial Term Loans, no Event of Default or Default exists.

(r) Officer’s Certificate. The Administrative Agent shall have received a certificate from a Responsible Officer of the Borrower certifying that the conditions specified in Section 5.01(p) and (q) have been satisfied.

For purposes of determining whether the conditions specified in this Section 4.01 have been satisfied on the Closing Date, by funding the Loans hereunder on the Closing Date, the Administrative Agent and each Lender as applicable, shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be. The Borrowing of the Initial Term Loans on the Closing Date shall be deemed to constitute a representation and warranty by the Borrower on the date hereof as to the matters specified in paragraphs (p) and (q) of this Section.

ARTICLE 5 AFFIRMATIVE COVENANTS

From the Closing Date until the date on which all Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than contingent obligations for which no claim or demand has been made) have been paid in full in Cash (such date, the “Termination Date”), the Borrower hereby covenants and agrees with the Lenders that:

Section 5.01. Financial Statements and Other Reports. The Borrower will deliver to the Administrative Agent for delivery by the Administrative Agent, subject to Section 9.05(f), to each Lender:

(a) Quarterly Financial Statements. As soon as available, and in any event within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year, commencing with the Fiscal Quarter ending on or about March 31, 2023, the consolidated balance sheet of the Borrower as at the end of such Fiscal Quarter and the related consolidated statements of operations and cash flows of the Borrower for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to

the end of such Fiscal Quarter, and setting forth, in reasonable detail, in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year, all in reasonable detail, together with a Responsible Officer Certification (which may be included in the applicable Compliance Certificate) with respect thereto, which shall be accompanied by management's discussion and analysis prepared by the Borrower with respect to the performance of the Borrower and its subsidiaries for such Fiscal Quarter;

(b) Annual Financial Statements. As soon as available, and in any event within 90 days after the end of each Fiscal Year ending after the Closing Date, (i) the consolidated balance sheet of the Borrower as at the end of such Fiscal Year and the related consolidated statements of operations, stockholders' equity and cash flows of the Borrower for such Fiscal Year and setting forth, in reasonable detail, in comparative form the corresponding figures for the previous Fiscal Year, (ii) with respect to such consolidated financial statements, a report thereon of an independent certified public accountant of recognized national standing (which report shall be unqualified as to scope of audit and shall not be subject to a "going concern" explanatory paragraph or like statement (except as resulting from (A) the impending maturity of any Indebtedness within the 12-month period following the relevant audit date and/or (B) any breach or anticipated breach of any financial covenant under any Indebtedness)), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of the Borrower as at the dates indicated and its income and cash flows for the periods indicated in conformity with GAAP and (iii) management's discussion and analysis prepared by the Borrower with respect to the performance of the Borrower and its subsidiaries for such Fiscal Year;

(c) Compliance Certificate. Together with each delivery of financial statements of the Borrower pursuant to Sections 5.01(a) and (b), (i) a duly executed and completed Compliance Certificate and (ii) solely to the extent that the Consolidated Adjusted EBITDA of all Unrestricted Subsidiaries (if any) exceeds 5.0% of the Consolidated Adjusted EBITDA of the Borrower and its Subsidiaries, in each case, as of the last day of the applicable Test Period, an unaudited summary of the pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such financial statements;

(d) [Reserved].

(e) Notice of Default; Notice of Material Adverse Effect. Promptly upon any Responsible Officer of the Borrower obtaining knowledge of (i) any Default or Event of Default or (ii) the occurrence of any event or change that has caused or evidences or would reasonably be expected to cause or evidence, either individually or in the aggregate, a Material Adverse Effect, a reasonably-detailed notice specifying the nature and period of existence of such condition, event or change and what action the Borrower has taken, is taking and proposes to take with respect thereto;

(f) Notice of Litigation. Promptly upon any Responsible Officer of the Borrower obtaining knowledge of (i) the institution of, or threat of, any Adverse Proceeding not previously disclosed in writing by the Borrower to the Administrative Agent, or (ii) any material development in any Adverse Proceeding that, in the case of either of clauses (i) or (ii), would reasonably be expected to have a Material Adverse Effect, written notice thereof from the Borrower;

(g) ERISA. Promptly upon any Responsible Officer of the Borrower becoming aware of the occurrence of any ERISA Event that would reasonably be expected to have a Material Adverse Effect, a written notice specifying the nature thereof;

(h) [Reserved].

(i) Information Regarding Collateral. Written notice within 60 days (or by such later date to which the Administrative Agent may agree in its reasonable discretion) following any change (i) in any Loan Party's legal name, (ii) in any Loan Party's type of organization, (iii) in any Loan Party's jurisdiction of organization or (iv) in any Loan Party's organizational identification number, in each case to the extent such information is necessary to enable the Administrative Agent to perfect or maintain the perfection and priority of its security interest in the Collateral of the relevant Loan Party;

(j) Certain Reports. Promptly upon their becoming available and without duplication of any obligations with respect to any such information that is otherwise required to be delivered under the provisions of any Loan Document, copies of all financial statements, reports, notices and proxy statements sent or made available generally by Borrower to its security holders acting in such capacity;

(k) Certain Regulatory Information; Beneficial Ownership Regulation. Promptly following a request by the Administrative Agent, or any Lender, information or documentation reasonably required by the Administrative Agent or such Lender for purposes of compliance with applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation; and

(l) Other Information. Such other information (financial or otherwise) as the Administrative Agent may reasonably request from time to time regarding the financial condition or business of the Borrower and its Restricted Subsidiaries; provided, however, that none of the Borrower nor any Restricted Subsidiary shall be required to disclose or provide any information (a) that constitutes non-financial trade secrets or non-financial proprietary information of any Person, (b) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives) is prohibited by applicable Requirements of Law, (c) that is subject to attorney-client or similar privilege or constitutes attorney work product or (d) in respect of which the Borrower or any Restricted Subsidiary owes confidentiality obligations to any third party (provided that such confidentiality obligations were not entered into in contemplation of the requirements of this Section 5.01(l)).

Documents required to be delivered pursuant to this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower (or a representative thereof) (x) posts such documents or (y) provides a link thereto at the website address listed on Schedule 9.01; provided that, other than with respect to items required to be delivered pursuant to Section 5.01(k) above, the Borrower shall promptly notify (which notice may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents at the website address listed on Schedule 9.01 and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents; (ii) on which such documents are delivered by the Borrower to the Administrative Agent for posting on behalf of the Borrower on IntraLinks, SyndTrak or another relevant website (the “Platform”), if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); (iii) on which such documents are faxed to the Administrative Agent (or electronically mailed to an address provided by the Administrative Agent); or (iv) in respect of the items required to be delivered pursuant to Section 5.01(j) above in respect of information filed by the Borrower with any securities exchange or with the SEC or any analogous governmental or private regulatory authority with jurisdiction over matters relating to securities (other than Form 10-Q Reports and Form 10-K reports described in Sections 5.01(a) and (b), respectively), on which such items have been made available on the SEC website or the website of the relevant analogous governmental or private regulatory authority or securities exchange.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 5.01 may instead be satisfied with respect to any financial statements and management’s discussion and analysis of the Borrower by furnishing the Borrower’s Form 10-K or 10-Q, as applicable, filed with the SEC or any securities exchange, in each case, within the time periods specified in such paragraphs and without any requirement to provide notice of such filing to the Administrative Agent or any Lender.

No financial statement required to be delivered pursuant to Section 5.01(a) or (b) shall be required to include acquisition accounting adjustments relating to the Transactions or any Permitted Acquisition or other Investment to the extent it is not practicable to include any such adjustments in such financial statement.

Section 5.02. Existence. Except as otherwise permitted under Section 6.07, the Borrower will, and will cause each of its Restricted Subsidiaries to, at all times preserve and keep in full force and effect its existence and all rights, franchises, licenses and permits material to its business, in each case except, other than with respect to the preservation of the existence of the Borrower, to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect; provided that neither the Borrower nor any of its Restricted Subsidiaries shall be required to preserve any such existence (other than with respect to the preservation of existence of the Borrower), right, franchise, license or permit if a Responsible Officer of such Person or such Person's board of directors (or similar governing body) determines that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to the Lenders.

Section 5.03. Payment of Taxes. The Borrower will, and will cause each of its Restricted Subsidiaries to, pay all Taxes imposed upon it or any of its properties or assets or in respect of any of its income or businesses or franchises before any penalty or fine accrues thereon; provided that no such Tax need be paid if (a) it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (i) adequate reserves or other appropriate provisions, as are required in conformity with GAAP, have been made therefor and (ii) in the case of a Tax which has resulted or may result in the creation of a Lien on any of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such Tax or (b) failure to pay or discharge the same could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 5.04. Maintenance of Properties. The Borrower will, and will cause each of its Restricted Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear and casualty and condemnation excepted, all property reasonably necessary to the normal conduct of business of the Borrower and its Restricted Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof, in each case except as expressly permitted by this Agreement or where the failure to maintain such properties or make such repairs, renewals or replacements could not reasonably be expected to have a Material Adverse Effect.

Section 5.05. Insurance. The Borrower will maintain or cause to be maintained, with financially sound and reputable insurers, (a) except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, such insurance coverage with respect to liability, loss or damage in respect of the assets, properties and businesses of the Borrower and its Restricted Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons and (b) flood insurance with respect to each Flood Hazard Property, in each case in compliance with Flood Insurance Laws. Each such policy of insurance shall (i) name the Administrative Agent on behalf of the Secured Parties as an additional insured (with respect to liability insurance) and (ii) (A) to the extent available from the relevant insurance carrier in the case of each casualty insurance policy (excluding any business interruption insurance policy), contain a mortgagee/lender's loss payable clause or endorsement that names the Administrative Agent, on behalf of the Secured Parties, as the mortgagee/lender's loss payee thereunder as its interests may appear and (B) to the extent available, provide for at least 30 days' prior written notice to the Administrative Agent of any modification or cancellation of such policy (or 10 days' prior written notice in the case of the failure to pay any premiums thereunder).

Section 5.06. Inspections. The Borrower will, and will cause each of its Restricted Subsidiaries to, permit any authorized representative designated by the Administrative Agent to visit and inspect any of the properties of the Borrower and any of its Restricted Subsidiaries at which the principal financial records and executive officers of the applicable Person are located, to inspect, copy and take extracts from its and their respective financial and accounting records, and to discuss its and their respective affairs, finances and accounts with its and their Responsible Officers and independent public accountants at the expense of the Borrower (provided that the Borrower (or any of its subsidiaries) may, if it so chooses, be present at or participate in any such discussion), all upon reasonable notice and at reasonable times during normal business hours; provided that (a) only the Administrative Agent on behalf of the Lenders may exercise the rights of the Administrative Agent and the Lenders under this Section 5.06, (b) except as expressly set forth in clause (c) below during the continuance of an Event of Default, the Administrative Agent shall not exercise such rights more often than one time during any calendar year, (c) when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time

during normal business hours and upon reasonable advance notice and (d) notwithstanding anything to the contrary herein, neither the Borrower nor any Restricted Subsidiary shall be required to disclose, permit the inspection, examination or making of copies of or taking abstracts from, or discuss any document, information, or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information of any Person, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives or contractors) is prohibited by applicable Requirements of Law, (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product or (iv) in respect of which the Borrower or any Restricted Subsidiary owes confidentiality obligations to any third party (provided that such confidentiality obligations were not entered into in contemplation of the requirements of this Section 5.06).

Section 5.07. Maintenance of Books and Records. The Borrower will, and will cause its Restricted Subsidiaries to, maintain proper books of record and account containing entries of all material financial transactions and matters involving the assets and business of the Borrower and its Restricted Subsidiaries that are full, true and correct in all material respects and permit the preparation of consolidated financial statements in accordance with GAAP.

Section 5.08. Compliance with Laws. The Borrower will comply, and will cause each of its subsidiaries to comply, with (a) all applicable Requirements of Law (including applicable ERISA and Environmental Laws and except for applicable Sanctions, the USA PATRIOT Act and Anti-Corruption Laws), except to the extent the failure of the Borrower or the relevant Restricted Subsidiary to comply could not reasonably be expected to have a Material Adverse Effect, and (b) all applicable Sanctions, the USA PATRIOT Act and Anti-Corruption Laws in all material respects; provided that the requirements set forth in this Section 5.08, as they pertain to compliance by any Foreign Subsidiary with applicable Sanctions, the USA PATRIOT ACT and other Anti-Terrorism Laws and Anti-Corruption Laws are subject to and limited by any Requirement of Law applicable to such Foreign Subsidiary in its relevant local jurisdiction. The Borrower will maintain processes and procedures designed to promote and achieve compliance by the Borrower, its subsidiaries and their respective directors, officers, employees and agents with applicable Anti-Corruption Laws and Sanctions.

Section 5.09. Environmental.

(a) Environmental Disclosure. The Borrower will deliver to the Administrative Agent:

(i) as soon as practicable following receipt thereof, copies of all environmental audits, investigations, analyses and reports of any kind or character, whether prepared by personnel of the Borrower or any of its Restricted Subsidiaries or by independent consultants, governmental authorities or any other Persons, with respect to significant environmental matters at the Borrower's real property or with respect to any Environmental Claims that, in each case might reasonably be expected to have a Material Adverse Effect;

(ii) promptly upon the occurrence thereof, written notice describing in reasonable detail (A) any Release required to be reported by the Borrower or any of its Restricted Subsidiaries to any federal, state or local governmental or regulatory agency under any applicable Environmental Laws that would reasonably be expected to have a Material Adverse Effect, (B) any remedial action taken by the Borrower or any of its Restricted Subsidiaries or any other Person of which the Borrower or any of its Restricted Subsidiaries has knowledge in response to (1) any Hazardous Materials Activity the existence of which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (2) any Environmental Claim that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect or (C) discovery by the Borrower of any occurrence or condition on any real property adjoining or in the vicinity of any Facility that would reasonably be expected to have a Material Adverse Effect;

(iii) as soon as practicable following the transmission or receipt thereof by the Borrower or any of its Restricted Subsidiaries, a copy of any and all written communications with respect to (A) any Environmental Claim that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, (B) any Release required to be reported by the Borrower or any of its Restricted Subsidiaries to any federal, state or local governmental or regulatory agency that would reasonably be expected to have a Material Adverse Effect, and

(C) any request made to the Borrower or any of its Restricted Subsidiaries for information from any governmental agency that suggests such agency is investigating whether the Borrower or any of its Restricted Subsidiaries may be potentially responsible for any Hazardous Materials Activity that would reasonably be expected to have a Material Adverse Effect;

(iv) prompt written notice describing in reasonable detail (A) any proposed acquisition of stock, assets, or property by the Borrower or any of its Restricted Subsidiaries that would reasonably be expected to expose the Borrower or any of its Restricted Subsidiaries to, or result in, Environmental Claims that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (B) any proposed action to be taken by the Borrower or any of its Restricted Subsidiaries to modify current operations in a manner that would subject the Borrower or any of its Restricted Subsidiaries to any additional obligations or requirements under any Environmental Law that are reasonably likely to have a Material Adverse Effect; and

(v) with reasonable promptness, such other documents and information as from time to time may be reasonably requested by the Administrative Agent in relation to any matters disclosed pursuant to this Section 5.09(a).

(b) Hazardous Materials Activities, Etc. The Borrower shall promptly take, and shall cause each of its Restricted Subsidiaries promptly to take, any and all actions necessary to (i) cure any violation of applicable Environmental Laws by the Borrower or its Restricted Subsidiaries, and address with appropriate corrective or remedial action any Release or threatened Release of Hazardous Materials at or from any Facility, in each case, that would reasonably be expected to have a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim against the Borrower or any of its Restricted Subsidiaries and discharge any obligations it may have to any Person thereunder, in each case, where failure to do so would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10. Designation of Subsidiaries. The Borrower may at any time after the Closing Date designate (or redesignate) any subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately after giving effect to such designation, no Event of Default exists (including after giving effect to the reclassification of Investments in, Indebtedness of and Liens on the assets of, the applicable Restricted Subsidiary or Unrestricted Subsidiary) and (ii) as of the date of the designation thereof, no Unrestricted Subsidiary owns any Capital Stock in any Restricted Subsidiary of the Borrower or holds any Indebtedness of or any Lien on any property of the Borrower or its Restricted Subsidiaries (unless the Borrower or such Restricted Subsidiary is permitted to incur such Indebtedness or grant such Lien in favor of such Unrestricted Subsidiary pursuant to Sections 6.01 and 6.02 and the relevant transaction with such Person is permitted pursuant to Section 6.09). The designation of any subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrower (or its applicable Restricted Subsidiary) therein at the date of designation in an amount equal to the portion of the fair market value of the net assets of such subsidiary attributable to the Borrower's (or its applicable Restricted Subsidiary's) equity interest therein as estimated by the Borrower in good faith (and such designation shall only be permitted to the extent such Investment is permitted under Section 6.06). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the making, incurrence or granting, as applicable, at the time of designation of any then-existing Investment, Indebtedness or Lien of such Restricted Subsidiary, as applicable; provided that upon a re-designation of any Unrestricted Subsidiary as a Restricted Subsidiary, the Borrower shall be deemed to continue to have an Investment in the resulting Restricted Subsidiary in an amount (if positive) equal to (a) the Borrower's "Investment" in such Restricted Subsidiary at the time of such re-designation, less (b) the portion of the fair market value of the net assets of such Restricted Subsidiary attributable to the Borrower's equity therein at the time of such re-designation.

Section 5.11. Use of Proceeds. The Borrower shall use the proceeds of the Initial Term Loans on and after the Closing Date, to finance the Transactions and the working capital needs and other general corporate purposes of the Borrower and its subsidiaries (including for capital expenditures, acquisitions, working capital and/or purchase price adjustments, the payment of transaction fees and expenses, Investments, Restricted Payments, Restricted Debt Payments and any other purpose not prohibited by the terms of the Loan Documents). No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would entail a violation of Regulation U or X. The Borrower will not

directly or, to its knowledge, indirectly, use the proceeds of the Loans or otherwise make available such proceeds (x) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law, (y) for the purpose of funding, financing or facilitating the activities, business or transaction of or with any Sanctioned Person, except to the extent permitted in compliance with applicable Sanctions or (z) in any manner that would result in the violation of any Sanction applicable to any party hereto.

Section 5.12. Covenant to Guarantee Obligations and Give Security.

(a) Upon (i) the formation or acquisition after the Closing Date of any Restricted Subsidiary that is a Domestic Subsidiary (other than an Excluded Subsidiary), (ii) the designation of any Unrestricted Subsidiary that is a Domestic Subsidiary as a Restricted Subsidiary (other than an Excluded Subsidiary), (iii) any Restricted Subsidiary that is a Domestic Subsidiary and is not otherwise a Subsidiary Guarantor (other than a Restricted Subsidiary that otherwise constitutes an Excluded Subsidiary) ceasing to be an Immaterial Subsidiary or (iv) any Restricted Subsidiary that was an Excluded Subsidiary ceasing to be an Excluded Subsidiary, (x) if the event giving rise to the obligation under this Section 5.12(a) occurs during the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 5.01(a) for the Fiscal Quarter in which the relevant formation, acquisition, designation or cessation occurred or (y) if the event giving rise to the obligation under this Section 5.12(a) occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in the cases of clauses (x) and (y), such longer period as the Administrative Agent may reasonably agree), the Borrower shall (A) cause such Restricted Subsidiary (other than any Excluded Subsidiary) to comply with the requirements set forth in clause (a) of the definition of “Collateral and Guarantee Requirement” and (B) upon the reasonable request of the Administrative Agent, cause such Restricted Subsidiary (other than any Excluded Subsidiary) to deliver to the Administrative Agent a signed copy of a customary opinion of counsel for such Restricted Subsidiary, addressed to the Administrative Agent and the other relevant Secured Parties.

(b) Within 90 days after the acquisition by any Loan Party of any Material Real Estate Asset other than any Excluded Asset (or such longer period as the Administrative Agent may reasonably agree), the Borrower shall cause such Loan Party to comply with the requirements set forth in clause (b) of the definition of “Collateral and Guarantee Requirement”; it being understood and agreed that (i) with respect to any Material Real Estate Asset owned by any Restricted Subsidiary at the time such Restricted Subsidiary is required to become a Loan Party under Section 5.12(a) above, such Material Real Estate Asset shall be deemed to have been acquired by such Restricted Subsidiary on the first day of the time period within which such Restricted Subsidiary is required to become a Loan Party under Section 5.12(a) and (ii) with respect to any Material Real Estate Asset that becomes a Material Real Estate Asset on the one year anniversary of the acquisition thereof by virtue of the definition of “Material Real Estate Asset”, such Material Real Estate Asset shall be deemed to have been acquired on the one year anniversary of the acquisition thereof.

(c) [Reserved].

(d) Notwithstanding anything to the contrary herein or in any other Loan Document, it is understood and agreed that:

(i) the Administrative Agent may grant extensions of time (including, after the expiration of any relevant period, which apply retroactively) for the creation and perfection of security interests in, or obtaining of any Mortgage Policy, legal opinion, Survey, insurance or other deliverable with respect to, particular assets or the provision of any Loan Guaranty by any Restricted Subsidiary, and each Lender hereby consents to any such extension of time;

(ii) any Lien required to be granted or perfected from time to time pursuant to the definition of “Collateral and Guarantee Requirement” and/or any action requested in connection therewith shall be subject to the exceptions and limitations set forth in the Collateral Documents and any Intercreditor Agreement;

(iii) perfection by control shall not be required with respect to assets requiring perfection through control agreements or other control arrangements, including deposit accounts,

securities accounts and commodities accounts (other than control of pledged Capital Stock and/or Material Debt Instruments owing from Persons that are not Loan Parties, in each case to the extent the same otherwise constitute Collateral) and shall be subject to any Intercreditor Agreement;

(iv) no Loan Party shall be required to seek any lien waiver, landlord lien waiver, bailee letter, warehouseman waiver or other collateral access or similar letter or agreement, third party consent or lease amendment;

(v) no Loan Party will be required to (A) take any action outside of the U.S. in order to create or perfect any security interest in any asset located outside of the U.S., (B) execute any foreign law security agreement, pledge agreement, mortgage, deed or charge or (C) make any foreign intellectual property filing, conduct any foreign intellectual property search or prepare any foreign intellectual property schedule, in each case other than with respect to a Foreign Subsidiary designated as any Subsidiary Guarantor pursuant to clause (vi) below;

(vi) in no event will (A) the Collateral include any Excluded Asset or (B) any Excluded Subsidiary be required to become a Subsidiary Guarantor; provided that notwithstanding the foregoing, the Borrower may, with the consent of the Administrative Agent (not to be unreasonably withheld or delayed), elect to cause any Restricted Subsidiary that is an Excluded Subsidiary to provide a Loan Guaranty by causing such Restricted Subsidiary to execute a Joinder Agreement (and in the case of any Foreign Subsidiary to grant perfected liens on substantially all of its assets (other than Excluded Assets) to the Administrative Agent pursuant to documentation reasonably agreed between the Administrative Agent and the Borrower), and any such Restricted Subsidiary shall be a Loan Party and a Subsidiary Guarantor for all purposes hereunder; it being understood and agreed that the Borrower may elect to join any Restricted Subsidiary that is not required to be or become a Subsidiary Guarantor as a Subsidiary Guarantor solely because such Restricted Subsidiary is an Immaterial Subsidiary without (x) the consent of the Administrative Agent or (y) delivery of a customary opinion of counsel;

(vii) no action shall be required to perfect any Lien with respect to (A) any vehicle or other asset subject to a certificate of title, and any retention of title, extended retention of title right, or similar right, (B) any Letter-of-Credit Right or (C) the Capital Stock of any Immaterial Subsidiary, in each case to the extent that a security interest therein cannot be perfected by filing a Form UCC-1 (or similar) financing statement;

(viii) no action shall be required to perfect a Lien in any asset in respect of which the perfection of a security interest therein would (A) be prohibited by enforceable anti-assignment provisions set forth in any contract that is permitted or otherwise not prohibited by the terms of this Agreement and, other than in the case of capital leases, purchase money and similar financings and restrictions on cash deposits, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof, (B) violate the terms of any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement and, other than in the case of capital leases, purchase money and similar financings and restrictions on cash deposits, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof, in each case, after giving effect to the applicable anti-assignment provisions of the UCC or other applicable Requirements of Law or (C) trigger termination of any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement and, other than in the case of capital leases, purchase money and similar financings and restrictions on cash deposits, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof pursuant to any "change of control" or similar provision, it being understood that the Collateral shall include any proceeds and/or receivables arising out of any contract described in this clause to the extent the assignment of such proceeds or receivables is expressly deemed effective under the UCC or other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right;

(ix) no Loan Party shall be required to perfect a security interest in any asset to the extent the perfection of a security interest in such asset would be prohibited under any applicable Requirement of Law;

(x) any joinder or supplement to any Loan Guaranty, any Collateral Document and/or any other Loan Document executed by any Restricted Subsidiary that is required to become a Loan Party pursuant to Section 5.12(a) above (including any Joinder Agreement) may, with the consent of the Administrative Agent (not to be unreasonably withheld or delayed), include such schedules (or updates to schedules) as may be necessary to qualify any representation or warranty set forth in any Loan Document to the extent necessary to ensure that such representation or warranty is true and correct to the extent required thereby or by the terms of any other Loan Document;

(xi) the Administrative Agent shall not require the taking of a Lien on, or require the perfection of any Lien granted in, any asset as to which the cost of obtaining or perfecting such Lien (including any mortgage, stamp, recording, intangibles or other tax or expenses relating to such Lien) outweighs the benefit to the Lenders of the security afforded thereby as reasonably determined by the Borrower and the Administrative Agent; and

(xii) the Administrative Agent and the Borrower may execute and/or consent to such easements, covenants, subdivisions, rights of way or similar instruments (and Administrative Agent may agree to subordinate the lien of any mortgage to any such easement, covenant, subdivision, right of way or similar instrument or record or may agree to recognize any tenant pursuant to an agreement in a form and substance reasonably acceptable to the Administrative Agent), as are reasonable or necessary in connection with any project or transactions otherwise permitted hereunder.

Section 5.13. Post-Closing Covenants. Except as otherwise agreed by the Administrative Agent in its reasonable discretion, the Borrower shall, and shall cause each of the other Loan Parties to, deliver each of the documents, instruments and agreements and take each of the actions set forth on Schedule 5.13, if any, within the time periods set forth therein (or such longer time periods as determined by the Administrative Agent in its reasonable discretion).

Section 5.14. Further Assurances. Promptly upon request of the Administrative Agent and subject to the limitations described in Section 5.12:

(a) The Borrower will, and will cause each other Loan Party to, execute any and all further documents, financing statements, agreements, instruments, notices and acknowledgments and take all such further actions (including the filing and recordation of financing statements, fixture filings, Mortgages and/or amendments thereto and other documents), in each case that may be required under any applicable law and which the Administrative Agent may reasonably request to ensure the perfection and priority of the Liens created or intended to be created under the Collateral Documents (but subject to the limitations set forth in Section 5.12 and the Collateral Documents), all at the expense of the relevant Loan Parties.

(b) The Borrower will, and will cause each other applicable Loan Party to, (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts (including notices to third parties), deeds, assurances and other instruments, in each case as the Administrative Agent may reasonably request from time to time in order to ensure the creation, perfection and priority of the Liens created or intended to be created under the Collateral Documents (but subject to the limitations set forth in Section 5.12 and the Collateral Documents).

Section 5.15. Maintenance of Ratings. The Borrower shall use commercially reasonable efforts to maintain public corporate facility ratings for the Initial Term Loans and public corporate ratings or corporate family ratings, as applicable, for the Borrower from each of S&P and Moody's; provided that in no event shall the Borrower be required to maintain any specific rating with any such agency.

Section 5.16. Conference Calls. The Borrower shall, prior to, or within 10 Business Days (or such later date as the Administrative Agent may agree in its reasonable discretion) after, the date of the

delivery of the quarterly and annual financial information pursuant to clause (a) or (b) of Section 5.01, hold a conference call or teleconference, at a time selected by the Borrower and reasonably acceptable to the Administrative Agent, with all of the Lenders that choose to participate, to review the financial results of the previous fiscal quarter or year, as the case may be, of the Borrower; provided, that if the Borrower hosts a quarterly investor or financial results call to which the Lenders have access, such conference call will satisfy the requirements of this Section 5.16.

ARTICLE 6 NEGATIVE COVENANTS

From the Closing Date and until the Termination Date, the Borrower covenants and agrees with the Lenders that:

Section 6.01. Indebtedness. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

(a) the Secured Obligations (including any Additional Term Loan);

(b) Indebtedness of the Borrower to any Restricted Subsidiary and/or of any Restricted Subsidiary to the Borrower or any other Restricted Subsidiary; provided that in the case of (i) any Indebtedness of any Restricted Subsidiary that is not a Loan Party owing to any Loan Party, such Indebtedness shall be permitted as an Investment by Section 6.06 and/or (ii) any Indebtedness of any Loan Party owing to any Restricted Subsidiary that is not a Loan Party must be expressly subordinated to the Obligations of such Loan Party on terms that are reasonably acceptable to the Administrative Agent;

(c) prior to the consummation of the Topgolf Sale, Topgolf Location Indebtedness consisting of:

(i) mortgage financings, in an aggregate outstanding principal amount not to exceed the greater of \$155,000,000 and 27.5% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries as of the last day of the most recently ended Test Period;

(ii) Specified Capital Lease Obligations; and/or

(iii) to the extent constituting Indebtedness, operating lease liabilities, finance lease liabilities and deemed landlord financing liabilities;

(d) Indebtedness arising from any agreement providing for indemnification, adjustment of purchase price, deferred purchase price or similar obligations (including contingent earn-out obligations) incurred in connection with any Disposition permitted hereunder, any acquisition or other Investment permitted hereunder or consummated prior to the Closing Date or any other purchase of assets or Capital Stock, and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Borrower or any such Restricted Subsidiary pursuant to any such agreement;

(e) Indebtedness of the Borrower and/or any Restricted Subsidiary (i) pursuant to tenders, statutory obligations, bids, leases, governmental contracts, trade contracts, surety, stay, customs, appeal, performance and/or return of money bonds or other similar obligations incurred in the ordinary course of business and (ii) in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments to support any of the foregoing items;

(f) Indebtedness of the Borrower and/or any Restricted Subsidiary in respect of Banking Services and incentive, supplier finance or similar programs;

(g) (i) guaranties by the Borrower and/or any Restricted Subsidiary of the obligations of suppliers, customers, landlords and licensees in the ordinary course of business, (ii) Indebtedness incurred in the ordinary course of business in respect of obligations of the Borrower and/or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with

such goods and services and (iii) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(h) Guarantees by the Borrower and/or any Restricted Subsidiary of Indebtedness or other obligations of the Borrower, any Restricted Subsidiary and/or any joint venture with respect to Indebtedness otherwise permitted to be incurred pursuant to this Section 6.01 or other obligations not prohibited by this Agreement; provided that in the case of any Guarantee by any Loan Party of the obligations of any non-Loan Party, the related Investment is permitted under Section 6.06;

(i) (A) Indebtedness of the Borrower and/or any Restricted Subsidiary existing, or pursuant to commitments existing, on the Closing Date; provided that any such Indebtedness or commitment having an aggregate outstanding principal amount in excess of \$10,000,000 on the Closing Date is described on Schedule 6.01 and (B) intercompany Indebtedness existing on the Closing Date;

(j) Indebtedness of Restricted Subsidiaries that are not Loan Parties; provided that the aggregate outstanding principal amount of such Indebtedness shall not exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$115,000,000 and 20% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$52,000,000 and 20% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period;

(k) Indebtedness of the Borrower and/or any Restricted Subsidiary consisting of obligations owing under incentive, supply, service, license or similar agreements entered into in the ordinary course of business;

(l) Indebtedness of the Borrower and/or any Restricted Subsidiary consisting of (i) the financing of insurance premiums, (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business and/or (iii) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(m) Indebtedness of the Borrower and/or any Restricted Subsidiary with respect to Capital Leases and purchase money Indebtedness (other than Specified Capital Lease Obligations) in an aggregate outstanding principal amount not to exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$115,000,000 and 20% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$52,000,000 and 20% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period;

(n) Indebtedness that has been Discharged and/or Escrowed Indebtedness;

(o) Indebtedness issued by the Borrower or any Restricted Subsidiary to any stockholder of the Borrower or any current or former director, officer, employee, member of management, manager or consultant of the Borrower or any subsidiary (or their respective Immediate Family Members) to finance the purchase or redemption of Capital Stock of the Borrower permitted by Section 6.04(a);

(p) Indebtedness refinancing, refunding or replacing any Indebtedness permitted under clauses (a), (c), (i), (j), (m), (q), (r), (u), (v), (w), (x), (y), and/or (z) of this Section 6.01 (in any case, including any refinancing Indebtedness incurred in respect thereof, "Refinancing Indebtedness") and any subsequent Refinancing Indebtedness in respect thereof; provided that

(i) the principal amount of such Indebtedness does not exceed the principal amount of the Indebtedness being refinanced, refunded or replaced, except by (A) an amount equal to unpaid accrued interest, penalties and premiums (including tender premiums) thereon plus underwriting discounts, other reasonable and customary fees, commissions and expenses (including upfront fees, original issue discount or initial yield payments) incurred in connection with the relevant refinancing, refunding or replacement and the related refinancing transaction,

(B) an amount equal to any existing commitment unutilized thereunder and (C) additional amounts permitted to be incurred pursuant to this Section 6.01 (provided that (1) any additional amount incurred in reliance on this clause (C) shall constitute a utilization of the relevant basket or exception pursuant to which such additional amount is permitted and (2) if such additional Indebtedness is secured, the Lien securing such Indebtedness satisfies the applicable requirements of Section 6.02),

(ii) other than in the case of Refinancing Indebtedness (x) with respect to clauses (c), (i), (j), (m), (r), (u), (v) and/or (y) or (y) in an aggregate principal amount not to exceed the Maturity Limitation Excluded Amount, (A) such Indebtedness has a final maturity on or later than (and, in the case of revolving Indebtedness does not require mandatory commitment reductions, if any, prior to) the final maturity of the Indebtedness being refinanced, refunded or replaced and (B) other than with respect to revolving Indebtedness, a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being refinanced, refunded or replaced; provided that this clause (ii) shall not apply to Customary Bridge Loans,

(iii) the terms of any Refinancing Indebtedness (other than Refinancing Indebtedness with respect to clauses (c), (i), (j), (m), (r), (u), (v) and/or (y)) with an original principal amount in excess of the Threshold Amount (excluding, to the extent applicable, pricing (including any “MFN” provision), fees, premiums, rate floors, optional prepayment, redemption terms or subordination terms and, with respect to Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (a) above, security), are not, taken as a whole (as determined by the Borrower in good faith), materially more favorable to the lenders providing such Indebtedness than those applicable to the Indebtedness being refinanced, refunded or replaced (other than (A) any covenant or other provision applicable only to periods after the applicable maturity date of the debt then-being refinanced as of such date, (B) any covenant or provision which is, in the good faith determination of the Borrower, a then-current market term for the applicable type of Indebtedness, (C) solely in the case of Refinancing Indebtedness in respect of Indebtedness incurred in reliance on clauses (a) and/or (z), any covenant or other provision which is conformed (or added) to the Loan Documents for the benefit of the Lenders or, as applicable, the Administrative Agent pursuant to an amendment to this Agreement effectuated in reliance on Section 9.02(d)(ii) (which shall not require the consent of any existing Lender or the Administrative Agent), (D) solely in the case of Refinancing Indebtedness that is unsecured, any terms that reflect market terms and conditions (taken as a whole) for issuances of “high yield” securities at the time of incurrence or issuance (as determined by the Borrower in good faith) or (E) prior to the consummation of the Topgolf Sale, any covenant or other provision applicable under the documentation governing any Topgolf Location Indebtedness); provided that notwithstanding the foregoing, a “financial maintenance covenant” applicable to any Refinancing Indebtedness that is a “term loan A” may be included in the applicable documentation for such Refinancing Indebtedness and need not be conformed or added to any existing Class,

(iv) in the case of Refinancing Indebtedness with respect to Indebtedness permitted under clauses (c), (j), (m), (q) (solely as it relates to Indebtedness incurred in reliance on the Fixed Incremental Amount), (r), (u), (v), (w) (solely as it relates to Indebtedness incurred in reliance on the Fixed Incremental Amount), and (z) (solely as it relates to Incremental Equivalent Debt incurred in reliance on clause (a) of the definition of “Incremental Cap”) of this Section 6.01, the incurrence thereof shall be without duplication of any amount outstanding in reliance on the relevant clause,

(v) except in the case of Replacement Debt, (A) such Indebtedness, if secured, is secured only by Permitted Liens at the time of such refinancing, refunding or replacement (it being understood that secured Indebtedness may be refinanced with unsecured Indebtedness), and if the Liens securing such Indebtedness were originally contractually subordinated to the Liens on the Collateral securing the Initial Term Loans, the Liens securing such Indebtedness are subordinated to the Liens on the Collateral securing the Initial Term Loans on terms not materially less favorable (as determined by the Borrower in good faith), taken as a whole, to the Lenders than those (x) applicable to the Liens securing the Indebtedness being

refinanced, refunded or replaced, taken as a whole, or (y) set forth in any applicable agreement, (B) such Indebtedness is incurred by the obligor or obligors in respect of the Indebtedness being refinanced, refunded or replaced, except to the extent otherwise permitted pursuant to Section 6.01 (it being understood that any entity that was a guarantor in respect of the relevant refinanced Indebtedness may be the primary obligor in respect of the refinancing Indebtedness, and any entity that was the primary obligor in respect of the relevant refinanced Indebtedness may be a guarantor in respect of the refinancing Indebtedness and any Loan Party may guaranty the obligations of any other Loan Party), and (C) if the Indebtedness being refinanced, refunded or replaced was expressly contractually subordinated to the Obligations in right of payment, (x) such Indebtedness is contractually subordinated to the Obligations in right of payment, or (y) if not contractually subordinated to the Obligations in right of payment, the purchase, defeasance, redemption, repurchase, repayment, refinancing or other acquisition or retirement of such Indebtedness is permitted under Section 6.04(b) (other than Section 6.04(b)(i)), and

(vi) in the case of Replacement Debt, (A) such Indebtedness is *pari passu* or junior in right of payment and secured by the Collateral on a *pari passu* or junior basis with respect to the remaining Obligations hereunder, or is unsecured; provided that any such Indebtedness that is *pari passu* and/or junior with respect to the Collateral shall be subject to an Intercreditor Agreement, (B) if the Indebtedness being refinanced, refunded or replaced is secured, it is not secured by any asset of the Borrower and/or any Restricted Subsidiary other than the Collateral, (C) if the Indebtedness being refinanced, refunded or replaced is Guaranteed, it shall not be Guaranteed by any Restricted Subsidiary other than one or more Loan Parties and (D) such Indebtedness is incurred under (and pursuant to) documentation other than this Agreement; it being understood and agreed that any such Indebtedness that is *pari passu* with the Initial Term Loans hereunder in right of payment and secured by the Collateral on a *pari passu* basis with respect to the Secured Obligations hereunder may participate (x) in any voluntary prepayment of Term Loans as set forth in Section 2.11(a)(i) and (y) in any mandatory prepayment of Term Loans as set forth in Section 2.11(b)(vi);

(q) Indebtedness assumed or incurred in connection with any Permitted Acquisition or other permitted Investment after the Closing Date; provided that (i) at the applicable time elected by the Borrower in accordance with Section 1.10(a), no Event of Default under Sections 7.01(a) (or with respect to the Borrower) (f), or (g) exists, (ii) the aggregate outstanding principal amount of such Indebtedness does not exceed (A) the Fixed Incremental Amount plus (B) any unused amount available under Section 6.01(u) (after giving effect to any reclassification of any Indebtedness incurred or issued under Section 6.01(u) as having been incurred or issued under any other applicable basket) plus (C) an unlimited additional amount of Indebtedness that is (1) secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Secured Obligations, if, after giving effect to such acquisition on a Pro Forma Basis, at the time of incurrence, the First Lien Leverage Ratio does not exceed the greater of (x) 3.00:1.00 or (y) the First Lien Leverage Ratio immediately prior to such incurrence, (2) secured by a Lien on the Collateral that is junior to the Lien on the Collateral securing the Secured Obligations, if, after giving effect to such acquisition on a Pro Forma Basis, at the time of incurrence, the Secured Leverage Ratio does not exceed the greater of (x) 3.50:1.00 or (y) the Secured Leverage Ratio immediately prior to such incurrence or (3) unsecured or secured by assets that do not constitute Collateral, if, after giving effect to such acquisition on a Pro Forma Basis, at the time of incurrence, either (A) the Total Leverage Ratio does not exceed the greater of (x) 4.00:1.00 or (y) the Total Leverage Ratio immediately prior to such incurrence or (B) the Interest Coverage Ratio is not less than the lesser of (x) 2.00:1.00 or (y) the Interest Coverage Ratio immediately prior to such incurrence, (iii) any such Indebtedness that is secured by a Lien on the Collateral that is *pari passu* with or junior to the Lien securing the Secured Obligations shall be subject to an Intercreditor Agreement and (iv) other than with respect to Customary Bridge Loans, TopGolf Location Indebtedness, (solely prior to the consummation of the Topgolf Sale), Indebtedness of the type described in Section 6.01(m), Indebtedness of non-Loan Parties and Indebtedness in an aggregate principal amount not to exceed the Maturity Limitation Excluded Amount, the Weighted Average Life to Maturity applicable to any such Indebtedness incurred (but not assumed) is no shorter than the Weighted Average Life to Maturity of the then-existing Term Loans;

(r) Indebtedness pursuant to equipment financing and/or leases entered into by one or more of the Loan Parties, in an aggregate amount not to exceed (1) prior to the consummation of the

Topgolf Sale, the greater of \$55,000,000 and 10% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$26,000,000 and 10% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period at any time outstanding;

(s) Indebtedness of the Borrower and/or any Restricted Subsidiary under any Derivative Transaction not entered into for speculative purposes;

(t) (i) Indebtedness incurred pursuant to the ABL Credit Agreement and the related credit documents in an aggregate principal amount not to exceed the greater of (x) \$675,000,000 and (y) the Borrowing Base (as defined in the ABL Credit Agreement), and (ii) any refinancings, refundings, replacements, renewals or extensions of any such Indebtedness; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, replacement, renewal or extension except by an amount equal to accrued interest and fees, a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing and by an amount equal to any existing commitments unutilized thereunder;

(u) Indebtedness of the Borrower and/or any Restricted Subsidiary in an aggregate outstanding principal amount not to exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$185,000,000 and 33% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$85,000,000 and 33% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period;

(v) Indebtedness consisting of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Borrower and its subsidiaries in an aggregate amount not to exceed \$20,000,000 in any fiscal year of the Borrower when combined with any Investments made pursuant to Section 6.06(p) during such fiscal year;

(w) additional Indebtedness of the Borrower and/or any Restricted Subsidiary that is (1) secured by a Lien on the Collateral that is pari passu with the Lien on the Collateral securing the Secured Obligations, (2) secured by a Lien on the Collateral that is junior to the Lien on the Collateral securing the Secured Obligations or (3) unsecured or secured by assets that do not constitute Collateral, in each case so long as the aggregate outstanding principal amount of such Indebtedness does not exceed (i) the Fixed Incremental Amount plus (ii) any unused amount available under Section 6.01(u) (after giving effect to any reclassification of any Indebtedness incurred or issued under Section 6.01(u) as having been incurred or issued under any other applicable basket) plus (iii) an unlimited additional amount if, after giving effect thereto and the use of the proceeds thereof on a Pro Forma Basis, at the time of incurrence, (A) if such Indebtedness is secured by a Lien on the Collateral that is pari passu with the Lien on the Collateral securing the Secured Obligations, the First Lien Leverage Ratio does not exceed 3.00:1.00, (B) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Lien on the Collateral securing the Secured Obligations, the Secured Leverage Ratio does not exceed 3.50:1.00 or (C) if such Indebtedness is unsecured or secured by assets that do not constitute Collateral, either (x) the Total Leverage Ratio does not exceed 4.00:1.00 or (y) the Interest Coverage Ratio is not less than 2.00:1.00; provided that (w) any such Indebtedness that is secured by a Lien on the Collateral (other than Topgolf Location Indebtedness (solely prior to the consummation of the Topgolf Sale) and/or Indebtedness of the type described in Section 6.01(m)) shall be subject to an Intercreditor Agreement, (x) other than with respect to (1) Customary Bridge Loans, (2) Topgolf Location Indebtedness (solely prior to the consummation of the Topgolf Sale), (3) Ratio Debt in an aggregate principal amount not to exceed the Maturity Limitation Excluded Amount, (4) Indebtedness of non-Loan Parties and/or (5) Indebtedness of the type described in Section 6.01(m), the Weighted Average Life to Maturity applicable to any such Indebtedness is no shorter than the Weighted Average Life to Maturity of the then-existing Term Loans, (y) the aggregate principal amount of Ratio Debt outstanding pursuant to this clause (w) incurred by a Restricted Subsidiary that is not a Guarantor shall not exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$185,000,000 and 33% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$85,000,000 and 33% of Consolidated Adjusted EBITDA of the Borrower and its Restricted

Subsidiaries, in each case, as of the last day of the most recently ended Test Period at any time and (z) during the period commencing on the Closing Date and ending on the date that is twelve months after the Closing Date, the Effective Yield applicable to any such Indebtedness in the form of syndicated secured term loans (other than Customary Bridge Loans) which are pari passu with the Initial Term Loans in right of payment and with respect to security may not be more than 0.50% per annum higher than the Effective Yield applicable to the Initial Term Loans unless the Applicable Rate (and/or, as provided in the proviso below, the Alternate Base Rate floor or Term SOFR floor) with respect to the Initial Term Loans is adjusted such that the Effective Yield on the Initial Term Loans is not more than 0.50% per annum less than the Effective Yield with respect to such Indebtedness; **provided, further,** that any increase in Effective Yield applicable to any Initial Term Loan due to the application or imposition of an Alternate Base Rate floor or Term SOFR floor on any such Indebtedness may, at the election of the Borrower, be effected through an increase in the Alternate Base Rate floor or Term SOFR floor applicable to such Initial Term Loan; **provided, further,** that this clause (z) shall not apply (i) in respect of any Indebtedness the proceeds of which will be applied to finance a Permitted Acquisition or other Investment that is permitted hereunder, (ii) in respect of any Indebtedness having a final maturity date that is greater than two years after the Initial Term Loan Maturity Date or (iii) if the aggregate principal amount of such Indebtedness (together with the aggregate principal amount of all other Indebtedness excluded in reliance on this clause (iii), the aggregate principal amount of all Incremental Loans incurred in reliance on clause (z) to the final proviso of Section 2.22(a)(v), and the aggregate principal amount of all Incremental Equivalent Debt incurred in reliance on clause (z) of the final proviso to clause (f) of the definition of Incremental Equivalent Debt) does not exceed **(I) prior to the consummation of the Topgolf Sale,** the greater of \$280,000,000 and 50% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries **and (II) on or after the consummation of the Topgolf Sale, the greater of \$129,000,000 and 50% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case,** as of the last day of the most recently ended Test Period in the aggregate;

(x) Indebtedness in respect of the Convertible Notes of the Borrower in an aggregate principal amount not to exceed in the aggregate \$275,000,000 and guarantees thereof by the Loan Parties;

(y) Indebtedness of the Borrower and/or any Restricted Subsidiary incurred in connection with any Sale and Lease-Back Transaction permitted pursuant to Section 6.08 (other than any Sale and Lease-Back Transaction consummated in reliance on Section 6.08(b)(iii));

(z) Incremental Equivalent Debt;

(aa) Indebtedness (including obligations in respect of letters of credit, bank guarantees, bankers' acceptances, surety bonds, performance bonds or similar instruments with respect to such Indebtedness) incurred by the Borrower and/or any Restricted Subsidiary in respect of workers compensation claims, unemployment, property, casualty or liability insurance (including premiums related thereto) or self-insurance, other reimbursement-type obligations regarding workers' compensation claims, other types of social security, pension obligations, vacation pay or health, disability or other employee benefits;

(ab) Indebtedness of the Borrower and/or any Restricted Subsidiary representing (i) deferred compensation to directors, officers, employees, members of management, managers, and consultants of the Borrower and/or any Restricted Subsidiary in the ordinary course of business and (ii) deferred compensation or other similar arrangements in connection with any Permitted Acquisition or any other Investment permitted hereby;

(ac) [reserved];

(ad) Indebtedness of the Borrower or any Restricted Subsidiary supported by any letter of credit, bank guarantee or similar instrument permitted by this Section 6.01;

(ae) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Borrower and/or any Restricted Subsidiary in the ordinary course of business to the extent that the unfunded amounts would not otherwise cause an Event of Default under Section 7.01(i);

(af) without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and charges with respect to Indebtedness of the Borrower and/or any Restricted Subsidiary hereunder; and

(ag) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business.

Section 6.02. Liens. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, create, incur, assume or permit or suffer to exist any Lien on or with respect to any property of any kind owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

(a) Liens securing the Secured Obligations created pursuant to the Loan Documents;

(b) Liens for Taxes which (i) are not then due, (ii) if due, are not at such time required to be paid pursuant to Section 5.03 or (iii) are being contested in accordance with Section 5.03;

(c) statutory Liens (and rights of set-off) of landlords, banks, carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by applicable Requirements of Law, in each case incurred in the ordinary course of business (i) for amounts not yet overdue by more than 30 days, (ii) for amounts that are overdue by more than 30 days and that are being contested in good faith by appropriate proceedings, so long as any reserves or other appropriate provisions required by GAAP have been made for any such contested amounts or (iii) with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect;

(d) Liens incurred (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security laws and regulations, (ii) in the ordinary course of business to secure the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds, completion guarantees and other similar obligations (exclusive of obligations for the payment of borrowed money), (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business securing (x) any liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty, liability or other insurance to the Borrower and its subsidiaries or (y) leases or licenses of property otherwise permitted by this Agreement and (iv) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments posted with respect to the items described in clauses (i) through (iii) above;

(e) Liens consisting of survey exceptions, easements, rights-of-way, restrictions, covenants, conditions, declarations, encroachments, zoning restrictions and other defects or irregularities in title or environmental deed restrictions, in each case, which do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Borrower and/or its Restricted Subsidiaries, taken as a whole;

(f) Liens consisting of any (i) interest or title of any owner, lessor or sub-lessor under any lease of real estate permitted hereunder, (ii) landlord lien permitted by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such owner, lessor or sub-lessor may be subject or (iv) subordination of the interest of the owner, lessee or sub-lessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(g) Liens (i) solely on any Cash earnest money or "certain funds" deposits (including as part of any escrow arrangement) made by the Borrower and/or any of its Restricted Subsidiaries in connection with any letter of intent, offer or purchase agreement with respect to any Investment permitted hereunder and (ii) consisting of (A) an agreement to Dispose of any property in a Disposition permitted under Section 6.07 and/or (B) the pledge of Cash as part of an escrow arrangement required in any Disposition permitted under Section 6.07;

(h) (i) purported Liens evidenced by the filing of UCC financing statements or similar financing statements under applicable Requirements of Law relating solely to operating leases or

consignment or bailee arrangements entered into in the ordinary course of business, and (ii) Liens arising from precautionary UCC financing statements or similar filings;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens in connection with any zoning, building, environmental or similar Requirement of Law or right reserved to or vested in any Governmental Authority to control or regulate the use of, or any dimensions of, real property or the structure thereon, including Liens in connection with any condemnation or eminent domain proceeding or compulsory purchase order;

(k) Liens securing Indebtedness permitted pursuant to Section 6.01(p) (solely with respect to the permitted refinancing of Indebtedness permitted pursuant to Sections 6.01(a), (c), (i), (j), (m), (q), (r), (u), (w), (y) and (z)); provided that (i) no such Lien extends to any asset not covered by the Lien securing the Indebtedness that is being refinanced (it being understood that individual financings of the type permitted under Sections 6.01(c), (m) and/or (r) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates), after-acquired property that is affixed or incorporated into the property covered by such Lien and proceeds and products thereof, replacements thereof, accessions or additions thereto and improvements thereon and (ii) if the Lien securing the Indebtedness being refinanced was subject to intercreditor arrangements, then (A) the Lien securing any refinancing Indebtedness in respect thereof shall be subject to intercreditor arrangements that are not materially less favorable to the Secured Parties, taken as a whole, than the intercreditor arrangements governing the Lien securing the Indebtedness that is refinanced or (B) the intercreditor arrangements governing the Lien securing the relevant refinancing Indebtedness shall be set forth in an Intercreditor Agreement;

(l) Liens existing on the Closing Date (provided that any such Lien securing Indebtedness or other obligations having an aggregate outstanding principal amount in excess of \$10,000,000 on the Closing Date are described on Schedule 6.02) and any modification, replacement, refinancing, renewal or extension thereof; provided that (i) no such Lien extends to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 6.01 and (B) proceeds and products thereof, replacements thereof, accessions or additions thereto and improvements thereon (it being understood that individual financings of the type permitted under Sections 6.01(c), (m) and/or (r) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) and (ii) any such modification, replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens, if constituting Indebtedness, is permitted by Section 6.01;

(m) Liens arising out of Sale and Lease-Back Transactions permitted under Section 6.08;

(n) Liens securing Indebtedness permitted pursuant to Section 6.01(m); provided that any such Lien shall encumber only the asset acquired with the proceeds of such Indebtedness and proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon (it being understood that individual financings of the types permitted under Sections 6.01(c), (m) and/or (r) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates);

(o) Liens securing Indebtedness permitted under Section 6.01(t); provided that (x) with respect to ABL Priority Collateral only, subject to the ABL Intercreditor Agreement, such Liens may be senior to the Liens in favor of the Administrative Agent (and if such Liens are senior to the Liens in favor of the Administrative Agent with respect to ABL Priority Collateral, then such Liens must be junior to the Liens in favor of the Administrative Agent with respect to Collateral not constituting ABL Priority Collateral) and (y) such Indebtedness shall be subject to the ABL Intercreditor Agreement or another customary intercreditor agreement reasonably acceptable to the Administrative Agent;

(p) (i) Liens that are contractual rights of setoff or netting relating to (A) the establishment of depositary relations with banks not granted in connection with the issuance of

Indebtedness, (B) pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Restricted Subsidiary, (C) purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business, (ii) Liens encumbering reasonable customary initial deposits and margin deposits, (iii) bankers Liens and rights and remedies as to Deposit Accounts, (iv) Liens of a collection bank arising under Section 4-208 of the UCC on items in the ordinary course of business, (v) Liens in favor of banking or other financial institutions arising as a matter of Law or under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution and that are within the general parameters customary in the banking industry or arising pursuant to such banking institution's general terms and conditions and/or (vi) Liens on the proceeds of any Indebtedness incurred in connection with any transaction permitted hereunder, which proceeds have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of such proceeds to finance such transaction;

(q) Liens on assets and Capital Stock of Restricted Subsidiaries that are not Loan Parties (including Capital Stock owned by such Persons) securing Indebtedness of Restricted Subsidiaries that are not Loan Parties permitted pursuant to Section 6.01;

(r) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Borrower and/or its Restricted Subsidiaries;

(s) Liens disclosed in any Mortgage Policy delivered pursuant to Section 5.12 with respect to any Material Real Estate Asset and any replacement, extension or renewal of any such Lien; provided that (i) no such replacement, extension or renewal Lien shall cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal (and additions thereto, improvements thereon and the proceeds thereof) and (ii) such Liens do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Borrower and/or its Restricted Subsidiaries, taken as a whole, or the use of the affected property for its intended purpose;

(t) Liens securing Indebtedness incurred in reliance on, and subject to the provisions set forth in, Section 6.01(q), (w) and/or (z); provided that any Lien on the Collateral that is *pari passu* with or junior to the Lien on the Collateral securing the Secured Obligations that is granted in reliance on this clause (t) (other than, in the case of any Lien granted to secure Indebtedness incurred in reliance on Section 6.01(w), any Lien securing any Topgolf Location Indebtedness (solely prior to the consummation of the Topgolf Sale) and/or Indebtedness of the type described in Section 6.01(m)) shall be subject to an Intercreditor Agreement;

(u) Liens on assets securing Indebtedness or other obligations in an aggregate principal amount at any time outstanding not to exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$185,000,000 and 33% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$85,000,000 and 33% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period; provided, that any Lien on any Collateral granted in reliance on this clause (u) (other than with respect to any Lien securing any Topgolf Location Indebtedness (solely prior to the consummation of the Topgolf Sale) and/or Indebtedness of the type described in Section 6.01(m)) that is *pari passu* with or junior to the Lien on the Collateral securing the Secured Obligations shall be subject to an Intercreditor Agreement;

(v) (i) Liens on assets securing judgments, awards, attachments and/or decrees and notices of lis pendens and associated rights relating to litigation being contested in good faith not constituting an Event of Default under Section 7.01(h) and (ii) any pledge and/or deposit securing any settlement of litigation;

(w) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not secure any Indebtedness;

(x) Liens on Securities that are the subject of repurchase agreements constituting Investments permitted under Section 6.06 arising out of such repurchase transaction;

(y) Liens securing obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments permitted under Sections 6.01(d), (e), (g), (aa) and (dd);

(z) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any asset in the ordinary course of business and permitted by this Agreement or (ii) by operation of law under Article 2 of the UCC (or similar Requirement of Law under any jurisdiction);

(aa) Liens (i) in favor of any Loan Party and/or (ii) granted by any non-Loan Party in favor of any Restricted Subsidiary that is not a Loan Party, in the case of clauses (i) and (ii), securing intercompany Indebtedness permitted (or not restricted) under Section 6.01;

(ab) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(ac) Liens on specific items of inventory or other goods and the proceeds thereof securing the relevant Person's obligations in respect of documentary letters of credit or banker's acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(ad) Liens securing (i) obligations of the type described in Section 6.01(f) and/or (ii) obligations of the type described in Section 6.01(s);

(ae) (i) Liens on Capital Stock of joint ventures or Unrestricted Subsidiaries securing capital contributions to, or obligations of, such Persons and (ii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries;

(af) Liens on cash or Cash Equivalents arising in connection with the defeasance, Discharge or redemption of Indebtedness;

(ag) prior to the consummation of the Topgolf Sale, Liens arising under any Specified Facility Lease;

(ah) prior to the consummation of the Topgolf Sale, Liens securing obligations of the type described in Section 6.01(c) to the extent such Liens are limited to the Topgolf location (and the assets related to such Topgolf location, including, if applicable, any Core Property) related to such Topgolf Location Indebtedness or such other obligations;

(ai) Liens securing Indebtedness permitted under Section 6.01(r); provided that such Liens do not at any time encumber any property other than the property financed or leased by such Indebtedness and proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon (it being understood that individual financings of the types permitted under Sections 6.01(c), (m) and/or (r) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates); and

(aj) any Lien existing on any property or asset prior to the acquisition thereof or existing on any property or asset of any Person that becomes a Restricted Subsidiary after the date hereof prior to the time such Person becomes a Restricted Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Restricted Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of such Restricted Subsidiary other than after-acquired property that is affixed or incorporated into the property covered by such Lien and proceeds and products thereof, replacements thereof, accessions or additions thereto and

improvements thereon and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes Restricted Subsidiary.

Section 6.03. [Reserved].

Section 6.04. Restricted Payments; Restricted Debt Payment.

(a) The Borrower shall not pay or make, directly or indirectly, any Restricted Payment, except that:

(i) [reserved];

(ii) the Borrower may repurchase, redeem, retire or otherwise acquire or retire for value its Capital Stock or the Capital Stock of the Borrower held by any future, present or former employee, director, member of management, officer, manager, consultant or independent contractor (or any Affiliate or Immediate Family Member thereof) of the Borrower or any subsidiary:

(A) so long as no Event of Default exists or would result therefrom, with Cash and Cash Equivalents (and including, to the extent constituting a Restricted Payment, amounts paid in respect of promissory notes issued to evidence any obligation to repurchase, redeem, retire or otherwise acquire or retire for value the Capital Stock of the Borrower held by any future, present or former employee, director, member of management, officer, manager, consultant or independent contractor (or any Affiliate or Immediate Family Member thereof) of the Borrower) in an amount not to exceed in any Fiscal Year (I) prior to the consummation of the Topgolf Sale, the greater of \$30,000,000 and 5% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$13,000,000 and 5% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period, which, if not used in such Fiscal Year, shall be carried forward to the immediately succeeding Fiscal Year (any amount so carried forward shall be deemed to be used last in such succeeding Fiscal Year);

(B) with the proceeds of any sale or issuance of, or any capital contribution in respect of, the Capital Stock of the Borrower; or

(C) with the net proceeds of any key-man life insurance policy;

(iii) the Borrower may make Restricted Payments in an amount not to exceed (A) the portion, if any, of the Available Amount on such date that the Borrower elects to apply to this clause (iii)(A) and/or (B) the portion, if any, of the Available Excluded Contribution Amount on such date that the Borrower elects to apply to this clause (iii)(B);

(iv) the Borrower may make Restricted Payments (i) to make Cash payments in lieu of the issuance of fractional shares in connection with any dividend, split or combination thereof in connection with any Investment permitted hereunder or the exercise or vesting of warrants, options, restricted stock units or similar incentive interests or other securities convertible into or exchangeable for Capital Stock of the Borrower or otherwise to honor a conversion requested by a holder thereof or (ii) consisting of (A) payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former officers, directors, employees, members of management, managers, consultants or independent contractors of the Borrower, any subsidiary of the Borrower or any of their respective Immediate Family Members or Affiliates, (B) payments or other adjustments to outstanding Capital Stock in accordance with any management equity plan, stock option plan or any other similar employee benefit or incentive plan, agreement or arrangement in connection with any Restricted Payment and/or (C) repurchases of Capital Stock in consideration of the payments described in clauses (A) and/or (B) above, including demand repurchases, in the case of each of clauses (A), (B) and (C),

in connection with the granting, exercise or vesting of stock options, restricted stock units or similar incentive interests;

(v) the Borrower may repurchase or withhold Capital Stock upon the granting, exercise, vesting or settlement of warrants, options, restricted stock units, performance stock units or similar incentive interests, or other securities convertible into or exchangeable for Capital Stock if such Capital Stock represents all or a portion of the exercise price of, or tax withholdings with respect to, such warrants, options, restricted stock units, performance stock units or similar incentive interests, or other securities convertible into or exchangeable for Capital Stock;

(vi) [reserved];

(vii) so long as no Event of Default exists, the Borrower may make Restricted Payments in an annual amount not to exceed the greater of (x) \$~~50,000,000~~50,000,000 and (y) 7.0% of Market Capitalization;

(viii) the Borrower may make Restricted Payments to (i) redeem, repurchase, retire or otherwise acquire any (A) Capital Stock ("Treasury Capital Stock") of the Borrower and/or any Restricted Subsidiary in exchange for, or out of the proceeds of the substantially concurrent sale (other than to the Borrower and/or any Restricted Subsidiary) of, Qualified Capital Stock of the Borrower or any Restricted Subsidiary and/or any capital contribution in respect of Qualified Capital Stock of the Borrower and/or any Restricted Subsidiary ("Refunding Capital Stock") and (ii) declare and pay dividends on any Treasury Capital Stock out of the proceeds of the substantially concurrent sale (other than to the Borrower or a Restricted Subsidiary) of any Refunding Capital Stock;

(ix) to the extent constituting a Restricted Payment, the Borrower may consummate any transaction permitted by Section 6.06 (other than Sections 6.06(j) and (t)), Section 6.07 (other than Section 6.07(g)) and Section 6.09 (other than Sections 6.09(d) and (j));

(x) the Borrower may make additional Restricted Payments in an aggregate amount not to exceed (I) prior to the consummation of the Topgolf Sale, the greater of (x) \$115,000,000 and (y) 20% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of (x) \$75,000,000 and (y) 20% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period less any amounts previously utilized under the General Restricted Debt Payment Basket (the "General RP Basket");

(xi) the Borrower may pay any dividend or consummate any redemption within 60 days after the date of the declaration thereof or the provision of a redemption notice with respect thereto, as the case may be, if at the date of such declaration or notice, the dividend or redemption notice would have complied with the provisions hereof;

(xii) the Borrower may make Restricted Payments constituting any part of a Permitted Reorganization;

(xiii) the Borrower may make additional Restricted Payments; provided that (i) no Event of Default exists and (ii) the Total Leverage Ratio would not exceed ~~2.75~~3.00:1.00 calculated on a Pro Forma Basis as of the last day of the most recently ended Test Period; and

(xiv) the Borrower may make Restricted Payments consisting of the distribution, by dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to, the Borrower or any Restricted Subsidiary by, any Unrestricted Subsidiary.

(b) the Borrower shall not, nor shall it permit any Restricted Subsidiary to, make any prepayment, redemption or repurchase in Cash in respect of principal of or interest on any Junior

Indebtedness (such Indebtedness, the “Restricted Debt”), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Restricted Debt, in each case, more than 180 days prior to the scheduled maturity date thereof (collectively, “Restricted Debt Payments”), except:

(i) any purchase, defeasance, redemption, repurchase, repayment or other acquisition or retirement of any Restricted Debt made by exchange for, or out of the proceeds of, Refinancing Indebtedness permitted by Section 6.01;

(ii) as part of a customary catch-up payment to the extent necessary to avoid any Restricted Debt from constituting an “applicable high yield discount obligation”;

(iii) payments of regularly scheduled principal or regularly scheduled interest (including any penalty interest, if applicable) and payments of fees, expenses and indemnification obligations as and when due (other than payments with respect to Junior Indebtedness that are prohibited by the subordination provisions thereof);

(iv) Restricted Debt Payments in an aggregate amount not to exceed (I) prior to the consummation of the Topgolf Sale, the greater of (x) \$115,000,000 and (y) 20% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of (x) \$52,000,000 and (y) 20% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period less any amounts previously utilized under the General RP Basket (the “General Restricted Debt Payment Basket”);

(v) (A) Restricted Debt Payments in exchange for, or with proceeds of any issuance of, Qualified Capital Stock of the Borrower and/or any Restricted Subsidiary (other than Qualified Capital Stock issued or sold to the Borrower and/or a Restricted Subsidiary of the Borrower or an employee stock ownership plan or to a trust established by the Borrower or any of its Restricted Subsidiaries for the benefit of their employees) and/or any capital contribution in respect of Qualified Capital Stock of the Borrower and/or any Restricted Subsidiary, (B) Restricted Debt Payments as a result of the conversion of all or any portion of any Restricted Debt into Qualified Capital Stock of the Borrower and/or any Restricted Subsidiary and (C) to the extent constituting a Restricted Debt Payment, payment-in-kind interest with respect to any Restricted Debt that is permitted under Section 6.01;

(vi) Restricted Debt Payments in an aggregate amount not to exceed (A) the portion, if any, of the Available Amount on such date that the Borrower elects to apply to this clause (vi)(A) and/or (B) the portion, if any, of the Available Excluded Contribution Amount on such date that the Borrower elects to apply to this clause (vi)(B); and

(vii) additional Restricted Debt Payments; provided that (i) no Event of Default exists and (ii) the Total Leverage Ratio would not exceed 2.75:1.00 calculated on a Pro Forma Basis as of the last day of the most recently ended Test Period.

Section 6.05. Burdensome Agreements. Except as provided herein or in any other Loan Document, any document with respect to any “Incremental Equivalent Debt” (as defined herein) and/or in any agreement with respect to any refinancing, renewal or replacement of such Indebtedness that is permitted by Section 6.01, the Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into or cause to exist any agreement restricting the ability of (x) any Restricted Subsidiary of the Borrower that is not a Loan Party to pay dividends or other distributions to the Borrower or any Loan Party, (y) any Restricted Subsidiary that is not a Loan Party to make cash loans or advances to the Borrower or any Loan Party or (z) any Loan Party to create, permit or grant a Lien on any of its properties or assets to secure the Secured Obligations, except:

(a) set forth in any agreement governing (i) Indebtedness of a Restricted Subsidiary that is not a Loan Party permitted by Section 6.01, (ii) Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien if the relevant restriction applies only to the Person obligated under such Indebtedness and its Restricted Subsidiaries or the assets intended to secure such Indebtedness and (iii)

Indebtedness permitted pursuant to clauses (c), (j), (m), (p) (as it relates to Indebtedness in respect of clauses (a), (c), (i)(A), (m), (q), (r), (u), (w), (x) and/or (y) of Section 6.01), (q), (r), (t), (u), (w) and/or (y) of Section 6.01;

(b) arising under customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses, joint venture agreements and other agreements entered into in the ordinary course of business;

(c) that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of, any option or right with respect to any assets or Capital Stock not otherwise prohibited under this Agreement;

(d) that are assumed in connection with any acquisition of property or the Capital Stock of any Person, so long as the relevant encumbrance or restriction relates solely to the Person and its subsidiaries (including the Capital Stock of the relevant Person or Persons) and/or property so acquired and was not created in connection with or in anticipation of such acquisition;

(e) (i) set forth in any agreement for any Disposition of any Restricted Subsidiary (or all or substantially all of the assets thereof) that restricts the payment of dividends or other distributions or the making of cash loans or advances by such Restricted Subsidiary pending such Disposition and/or (ii) provisions limiting the Disposition or distribution of assets or property in sale-leaseback agreements, sale agreements and similar agreements, which limitation is applicable only to the assets that are the subject of such agreements (or the Persons the Capital Stock of which is the subject of such agreement);

(f) set forth in provisions in agreements or instruments which prohibit the payment of dividends or the making of other distributions with respect to any class of Capital Stock of a Person other than on a pro rata basis;

(g) imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements, including provisions limiting the Disposition or distribution of assets or property in joint venture agreements that are applicable only to the assets that are the subject of such agreements (or the Capital Stock of which is the subject of such agreement);

(h) on Cash, other deposits or net worth or similar restrictions imposed by any Person under any contract entered into in the ordinary course of business or for whose benefit such Cash, other deposits or net worth or similar restrictions exist;

(i) set forth in documents which exist on the Closing Date and were not created specifically in contemplation thereof;

(j) arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be incurred after the Closing Date if the relevant restrictions, taken as a whole, are not materially less favorable to the Lenders than the restrictions contained in this Agreement, taken as a whole (as determined in good faith by the Borrower);

(k) arising under or as a result of applicable Requirements of Law or the terms of any license, authorization, concession or permit;

(l) arising in any Hedge Agreement and/or any agreement relating to any Banking Services Obligation (and/or any other obligation of the type described in Section 6.01(f));

(m) **prior to the consummation of the Topgolf Sale,** arising in any Specified Facility Lease and/or any other document or agreement relating to any Topgolf Location Indebtedness and/or any obligation not constituting Indebtedness relating to the financing of Topgolf locations;

(n) customary subordination and/or subrogation provisions set forth in documentation related to obligations of the type permitted by Sections 6.01(e), (g), (h), (k), (aa) and/or (dd) (not relating to Indebtedness for borrowed money) or other obligations not constituting Indebtedness, in each case that are entered into in the ordinary course of business;

(o) set forth in any agreement relating to any Permitted Lien that limits the right of the Borrower and/or any Restricted Subsidiary to Dispose of or encumber the assets subject thereto; and/or

(p) imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of any contract, instrument or obligation referred to in clauses (a) through (o) above; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, more restrictive with respect to such restrictions, taken as a whole, than those in existence prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.06. Investments. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, make or own any Investment in any other Person except:

(a) Cash or Investments that were Cash Equivalents at the time made;

(b) (i) Investments existing on the Closing Date in any subsidiary and/or any Existing Joint Venture,

(i) Investments made after the Closing Date among the Borrower and/or one or more Restricted Subsidiaries that are Loan Parties,

(ii) Investments made after the Closing Date by any Loan Party in any Restricted Subsidiary that is not a Loan Party in an aggregate outstanding amount not to exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$225,000,000 and 40% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries (II) on or after the consummation of the Topgolf Sale, the greater of \$103,000,000 and 40% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period,

(iii) Investments made by any Loan Party and/or any Restricted Subsidiary that is not a Loan Party in the form of any contribution or Disposition of the Capital Stock of any Person that is not a Loan Party, and

(iv) Investments made by any Restricted Subsidiary that is not a Loan Party in any Loan Party and/or any Restricted Subsidiary that is not a Loan Party;

(c) Investments (i) constituting deposits, prepayments and/or other credits to distributors, suppliers, licensors and landlords, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and/or (iii) in the form of advances made to distributors, suppliers, landlords, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies and services to the Borrower or any Restricted Subsidiary;

(d) ~~reserved~~ Investments in connection with the Amendment No. 2 Transactions;

(e) (i) Permitted Acquisitions and (ii) any Investment in any Restricted Subsidiary that is not a Loan Party in an amount required to permit such Restricted Subsidiary to consummate a Permitted Acquisition, or make an Investment in any other Restricted Subsidiary to consummate, a Permitted Acquisition;

(f) Investments (i) existing on, or contractually committed to or contemplated as of, the Closing Date and, to the extent the amount of any such Investment exceeds \$10,000,000 on the Closing Date, described on Schedule 6.06 and (ii) any modification, replacement, renewal or extension of any Investment described in clause (i) above so long as no such modification, renewal or extension increases the amount of such Investment except by the terms thereof or as otherwise permitted by this Section 6.06;

(g) Investments received in lieu of Cash in connection with any Disposition permitted by Section 6.07 or any other disposition of assets not constituting a Disposition;

(h) loans or advances to present or former employees, directors, members of management, officers, managers or consultants or independent contractors (or their respective Immediate Family Members) of the Borrower, its subsidiaries and/or any joint venture to the extent permitted by Requirements of Law, in connection with such Person's purchase of Capital Stock of the Borrower, either (i) in an aggregate principal amount not to exceed \$5,000,000 at any one time outstanding or (ii) so long as the proceeds of such loan or advance are substantially contemporaneously contributed to the Borrower for the purchase of such Capital Stock;

(i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(j) Investments consisting of (or resulting from) Indebtedness permitted under Section 6.01 (other than Indebtedness permitted under Sections 6.01(b) and (h)), Permitted Liens, Restricted Payments permitted under Section 6.04 (other than Section 6.04(a), (ix)), Restricted Debt Payments permitted by Section 6.04 and mergers, consolidations, amalgamations, liquidations, windings up, dissolutions or Dispositions permitted by Section 6.07 (other than Section 6.07(a) (if made in reliance on subclause (ii)(B) of the proviso thereto), Section 6.07(b) (if made in reliance on clause (ii) therein), Section 6.07(c)(ii) (if made in reliance on clause (B) therein) and Section 6.07(g));

(k) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(l) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other account debtors arising in the ordinary course of business, (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (iv) as a result of the settlement, compromise, resolution of litigation, arbitration or other disputes;

(m) loans and advances of payroll payments or other compensation to present or former employees, directors, members of management, officers, managers, consultants or independent directors of the Borrower and/or any subsidiary in the ordinary course of business;

(n) Investments to the extent that payment therefor is made with Qualified Capital Stock of the Borrower or any Restricted Subsidiary, in each case, to the extent not resulting in a Change of Control; provided that the portion of any such consideration not consisting of Qualified Capital Stock of the Borrower or any Restricted Subsidiary is permitted under another provision of this Section 6.06;

(o) (i) Investments of any Restricted Subsidiary acquired after the Closing Date, or of any Person acquired by, or merged into or consolidated or amalgamated with, the Borrower or any Restricted Subsidiary after the Closing Date, in each case as part of an Investment otherwise permitted by this Section 6.06 to the extent that such acquired Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of the relevant acquisition, merger, amalgamation or consolidation and (ii) any modification, replacement, renewal or extension of any Investment permitted under clause (i) of this Section 6.06(o) so long as no such modification, replacement, renewal or extension thereof increases the original amount of such Investment except as otherwise permitted by this Section 6.06;

(p) Investments consisting of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Borrower and its subsidiaries in an aggregate amount not to exceed \$20,000,000 in any fiscal year of the Borrower when combined with any Indebtedness incurred pursuant to Section 6.01(v), during such fiscal year;

(q) Investments made after the Closing Date by the Borrower and/or any of its Restricted Subsidiaries in an aggregate amount at any time outstanding not to exceed:

(i) (A) (I) prior to the consummation of the Topgolf Sale, the greater of \$365,000,000 and 65% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$168,000,000 and 65% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period, plus (B) at the election of the Borrower, the amount of Restricted Payments then permitted to be made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(a)(x) (it being understood that any amount utilized under this clause (B) to make an Investment shall result in a reduction in availability under Section 6.04(a)(x)), plus (C) at the election of the Borrower, the amount of Restricted Debt Payments then permitted to be made by the Borrower or any Restricted Subsidiary in reliance on Section 6.04(b)(iv) (it being understood that any amount utilized under this clause (C) to make an Investment shall result in a reduction in availability under Section 6.04(b)(iv)), plus

(ii) in the event that (A) the Borrower or any of its Restricted Subsidiaries makes any Investment after the Closing Date in any Person that is not a Restricted Subsidiary and (B) such Person subsequently becomes a Restricted Subsidiary, an amount equal to 100.0% of the fair market value of such Investment as of the date on which such Person becomes a Restricted Subsidiary;

(r) Investments made after the Closing Date by the Borrower and/or any of its Restricted Subsidiaries in an aggregate amount at any time outstanding not to exceed (i) the portion, if any, of the Available Amount on such date that the Borrower elects to apply to this clause (r)(i) and/or (ii) the portion, if any, of the Available Excluded Contribution Amount on such date that the Borrower elects to apply to this clause (r)(ii);

(s) (i) Guarantees of leases (other than Capital Leases) or of other obligations not constituting Indebtedness and (ii) Guarantees of the lease obligations of suppliers, landlords, customers, franchisees and licensees of the Borrower and/or its Restricted Subsidiaries, in each case, in the ordinary course of business;

(t) prior to the consummation of the Topgolf Sale, Investments pursuant to any facility development agreements among the Borrower and/or one or more Restricted Subsidiaries and a Person that is a real estate investment trust and/or any other third party financing provider relating to the development of one or more TopGolf locations and completion guarantees;

(u) Investments made in a Similar Business, including joint ventures and Unrestricted Subsidiaries, in an aggregate outstanding amount not to exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$170,000,000 and 30% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$78,000,000 and 30% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period;

(v) Investments in subsidiaries in connection with any Permitted Reorganization;

(w) Investments under any Derivative Transaction of the type permitted under Section 6.01(s);

(x) Investments received by the Borrower and/or any Restricted Subsidiary as a result of a transaction otherwise permitted under this Agreement in exchange for which the recipient of the relevant Investment does not pay any consideration;

(y) Investments made in joint ventures as required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements entered into in the ordinary course of business;

(z) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable law;

(aa) Investments in the Borrower, any Restricted Subsidiary and/or joint venture in connection with intercompany cash management arrangements and related activities in the ordinary course of business;

(ab) Investments so long as, after giving effect thereto on a Pro Forma Basis, the Total Leverage Ratio calculated as of the last day of the most recently ended Test Period does not exceed 3.00:1.00;

(ac) any Investment made by any Unrestricted Subsidiary prior to the date on which such Unrestricted Subsidiary is designated as a Restricted Subsidiary so long as the relevant Investment was not made in contemplation of the designation of such Unrestricted Subsidiary as a Restricted Subsidiary; and

(ad) Investments consisting of the non-exclusive licensing, sublicensing or contribution of Intellectual Property, including pursuant to joint marketing and/or joint development arrangements with other Persons in the ordinary course of business.

Section 6.07. Fundamental Changes; Disposition of Assets. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve themselves (or suffer any liquidation or dissolution), or make any Disposition, in a single transaction or in a series of related transactions, except:

(a) any Restricted Subsidiary may be merged, consolidated or amalgamated with or into the Borrower or any other Restricted Subsidiary; provided that (i) in the case of any such merger, consolidation or amalgamation with or into the Borrower, (A) the Borrower shall be the continuing or surviving Person or (B) if the Person formed by or surviving any such merger, consolidation or amalgamation is not the Borrower (any such Person, the "Successor Borrower"), (x) the Successor Borrower shall be an entity organized or existing under the law of the U.S., any state thereof or the District of Columbia, (y) the Successor Borrower shall expressly assume the Obligations of the Borrower in a manner reasonably satisfactory to the Administrative Agent and (z) except as the Administrative Agent may otherwise agree, each Guarantor, unless it is the other party to such merger, consolidation or amalgamation, shall have executed and delivered a reaffirmation agreement with respect to its obligations under the Loan Guaranty and the other Loan Documents; it being understood and agreed that if the foregoing conditions under clauses (x) through (z) are satisfied, the Successor Borrower will succeed to, and be substituted for, the Borrower under this Agreement and the other Loan Documents, and (ii) in the case of any such merger, consolidation or amalgamation with or into any Subsidiary Guarantor, either (A) the Subsidiary Guarantor shall be the continuing or surviving Person or the continuing or surviving Person (or, in the case of an amalgamation, the Person formed as a result thereof) shall expressly assume the obligations of such Subsidiary Guarantor in a manner reasonably satisfactory to the Administrative Agent or (B) the relevant transaction shall be treated as an Investment and shall comply with Section 6.06;

(b) Dispositions (including of Capital Stock) among the Borrower and/or any Restricted Subsidiary (upon voluntary liquidation or otherwise); provided that any such Disposition made by any Loan Party to any Person that is not a Loan Party outside the ordinary course of business for working capital, administrative and/or other similar purposes shall be (i) for fair market value (as determined by the Borrower in good faith) with at least 75% of the consideration for such Disposition consisting of Cash or Cash Equivalents (including deferred consideration payable in Cash or Cash

Equivalents) at the time of such Disposition or (ii) treated as an Investment and otherwise made in compliance with Section 6.06 (other than in reliance on clause (j) thereof);

(c) (i) the liquidation or dissolution of any Restricted Subsidiary if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower, is not materially disadvantageous to the Lenders (taken as a whole) and the Borrower or any Restricted Subsidiary receives the assets (if any) of the relevant dissolved or liquidated Restricted Subsidiary; provided that in the case of any liquidation or dissolution of any Loan Party that results in a distribution or other transfer of assets to any Restricted Subsidiary that is not a Loan Party, such distribution shall be treated as an Investment and shall comply with Section 6.06 (other than Section 6.06(j)); (ii) any merger, amalgamation, dissolution, liquidation or consolidation, the purpose of which is to effect (A) any Disposition otherwise permitted under this Section 6.07 (other than clause (a), clause (b) or this clause (c)) or (B) any Investment permitted under Section 6.06; and (iii) the conversion of the Borrower or any Restricted Subsidiary into another form of entity, so long as such conversion does not adversely affect the value of the Loan Guaranty or Collateral, if any;

(d) (i) Dispositions of inventory or equipment or immaterial (in the good faith determination of the Borrower) assets in the ordinary course of business (including on an intercompany basis) and (ii) the leasing or subleasing of real property in the ordinary course of business;

(e) Dispositions of surplus, obsolete, used or worn out property or other property that, in the good faith judgment of the Borrower, is (i) no longer useful in its business (or in the business of any Restricted Subsidiary of the Borrower) or (ii) otherwise economically impracticable to maintain;

(f) Dispositions of Cash and/or Cash Equivalents and/or other assets that were Cash Equivalents when the relevant original Investment was made;

(g) Dispositions, mergers, amalgamations, consolidations or conveyances that constitute (i) Investments permitted pursuant to Section 6.06 (other than Section 6.06(j)), (ii) Permitted Liens, (iii) Restricted Payments permitted by Section 6.04(a) (other than Section 6.04(a)(ix)) and (iv) Sale and Lease-Back Transactions permitted by Section 6.08;

(h) Dispositions for fair market value; provided that with respect to any such Disposition with a purchase price in excess of (I) prior to the consummation of the Topgolf Sale, the greater of \$55,000,000 and 10% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$26,000,000 and 10% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period, at least 75% of the consideration for such Disposition shall consist of Cash or Cash Equivalents (including deferred consideration payable in Cash or Cash Equivalents); provided that for purposes of the 75% Cash consideration requirement, (i) the amount of any Indebtedness or other liabilities (other than Indebtedness or other liabilities that are subordinated to the Obligations or that are owed to the Borrower or any Restricted Subsidiary) of the Borrower or any Restricted Subsidiary (as shown on such Person's most recent balance sheet or statement of financial position (or in the notes thereto) that are assumed by the transferee of any such assets and for which the Borrower and/or its applicable Restricted Subsidiary have been validly released by all relevant creditors in writing, (ii) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such Disposition, (iii) any Security received by the Borrower or any Restricted Subsidiary from such transferee that is converted by such Person into Cash or Cash Equivalents (to the extent of the Cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition and (iv) any Designated Non-Cash Consideration received in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (iv) and Section 6.08(b)(i)(z) that is at that time outstanding, not in excess of (I) prior to the consummation of the Topgolf Sale, the greater of \$115,000,000 and 25% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$65,000,000 and 25% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period, in each case, shall be deemed to be Cash); provided, further, that (A) immediately prior to and after giving effect to such Disposition, as determined on the date on which the

agreement governing such Disposition is executed, no Event of Default exists and (B) the Net Proceeds of such Disposition shall be applied and/or reinvested as (and to the extent) required by Section 2.11(b)(ii);

(i) to the extent that (i) the relevant property is exchanged for credit against the purchase price of similar or replacement property or (ii) the proceeds of the relevant Disposition are promptly applied to the purchase price of such similar or replacement property;

(j) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to, buy/sell arrangements between joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements;

(k) Dispositions, discounting or forgiveness of notes receivable or accounts receivable in the ordinary course of business (including to insurers which have provided insurance as to the collection thereof) or in connection with the collection or compromise thereof (includes sales to factors);

(l) Dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license), (i) the Disposition or termination of which will not materially interfere with the business of the Borrower and its Restricted Subsidiaries or (ii) which relate to closed facilities or the discontinuation of any product line;

(m) (i) any termination of any lease in the ordinary course of business, (ii) any replacement of the Master Facility Lease with one or more leases between the Borrower and/or its applicable subsidiary, on the one hand, and 30 West Pershing LLC or its applicable Affiliate, on the other hand, (iii) any expiration of any option agreement in respect of real or personal property and (iv) any Disposition, termination, surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business;

(n) Dispositions of property subject to foreclosure, casualty, eminent domain or condemnation proceedings (including in lieu thereof or any similar proceeding);

(o) Dispositions or consignments of equipment, inventory or other assets (including leasehold interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(p) Dispositions constituting any part of any Permitted Reorganization;

(q) Dispositions of non-core assets acquired in connection with any acquisition permitted hereunder and sales of Real Estate Assets acquired in any acquisition permitted hereunder which, within 90 days of the date of such acquisition, are designated in writing to the Administrative Agent as being held for sale and not for the continued operation of the Borrower or any of its Restricted Subsidiaries or any of their respective businesses; provided that (i) the Net Proceeds received in connection with any such Disposition (other than the Disposition of any non-core asset acquired in an Equity-Financed Acquisition) shall be applied and/or reinvested as (and to the extent required) by Section 2.11(b)(ii) and (ii) no Event of Default exists on the date on which the definitive agreement governing the relevant Disposition is executed;

(r) exchanges or swaps, including transactions qualifying for tax free treatment under Section 1031 of the Code (or any comparable provision of any foreign jurisdiction), of assets so long as any such exchange or swap is made for fair value (in the good faith determination of the Borrower) for like assets; provided that upon the consummation of any such exchange or swap by any Loan Party, to the extent the assets received do not constitute an Excluded Asset, the Administrative Agent has a perfected Lien with the same priority as the Lien held on the assets so exchanged or swapped;

(s) ~~reserved~~ Dispositions in connection with the Amendment No. 2 Transactions;

(t) (i) non-exclusive licensing and cross-licensing arrangements involving any technology, intellectual property or Intellectual Property of the Borrower or any Restricted Subsidiary in the ordinary course of business and (ii) Dispositions, abandonments, cancellations or lapses of Intellectual Property, or issuances or registrations, or applications for issuances or registrations, of Intellectual Property, which, in the reasonable good faith determination of the Borrower, are not material to the conduct of the business as presently conducted of the Borrower and its Restricted Subsidiaries, taken as whole;

(u) terminations or unwinds of Derivative Transactions;

(v) Dispositions of Capital Stock of, or sales of Indebtedness or other Securities of, Unrestricted Subsidiaries;

(w) Dispositions of Real Estate Assets and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management, managers or consultants of the Borrower and/or any Restricted Subsidiary;

(x) Dispositions made to comply with any order of any Governmental Authority or any applicable Requirement of Law;

(y) any merger, consolidation, Disposition or conveyance the sole purpose of which is to reincorporate or reorganize (i) any Domestic Subsidiary in another jurisdiction in the U.S. and/or (ii) any Foreign Subsidiary in the U.S. or any other jurisdiction;

(z) any sale of motor vehicles and information technology equipment purchased at the end of an operating lease and resold thereafter; and

(aa) Dispositions involving assets having a fair market value (as determined by the Borrower in good faith at the time of the relevant Disposition) of not more than (I) prior to the consummation of the Topgolf Sale, the greater of \$55,000,000 and 10% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$26,000,000 and 10% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period in any Fiscal Year, which, if not used in such Fiscal Year, shall be carried forward to the immediately succeeding Fiscal Year (any amount so carried forward shall be deemed to be used last in such succeeding Fiscal Year).

To the extent that any Collateral is Disposed of as expressly permitted by this Section 6.07 to any Person other than a Loan Party, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, which Liens shall be automatically released upon the consummation of such Disposition; it being understood and agreed that the Administrative Agent shall be authorized to take, and shall take, any actions deemed appropriate in order to effect the foregoing in accordance with Article 8 hereof.

Section 6.08. Sale and Lease-Back Transactions. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to become or remain liable as lessee or as a guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which the Borrower or the relevant Restricted Subsidiary (I) has sold or transferred or is to sell or to transfer to any other Person (other than the Borrower or any of its Restricted Subsidiaries) and (II) intends to use for substantially the same purpose as the property which has been or is to be sold or transferred by the Borrower or such Restricted Subsidiary to any Person (other than the Borrower or any of its Restricted Subsidiaries) in connection with such lease (such a transaction, a “Sale and Lease-Back Transaction”); provided that any Sale and Lease-Back Transaction shall be permitted so long as:

(a) the relevant Sale and Lease-Back Transaction is consummated in exchange for Cash and Cash Equivalent consideration (including deferred consideration payable in Cash or Cash

Equivalents) and/or rent concessions (provided that for purposes of the foregoing cash consideration requirement, (w) the amount of any Indebtedness or other liabilities (other than Indebtedness or other liabilities that are subordinated to the Obligations or that are owed to the Borrower or any Restricted Subsidiary) of the Borrower or any Restricted Subsidiary (as shown on such Person's most recent balance sheet or statement of financial position (or in the notes thereto)) that are assumed by the transferee of any such assets and for which the Borrower and/or its applicable Restricted Subsidiary have been validly released by all relevant creditors in writing, (x) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such Disposition, (y) any Securities received by the Borrower or any Restricted Subsidiary from such transferee that are converted by such Person into Cash or Cash Equivalents (to the extent of the Cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition and (z) any Designated Non-Cash Consideration received in respect of the relevant Sale and Lease-Back Transaction having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (z) and Section 6.07(h)(iv) that is at that time outstanding, not in excess of (I) prior to the consummation of the Topgolf Sale, the greater of \$115,000,000 and 25% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$65,000,000 and 25% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case as of the last day of the most recently ended Test Period, in each case, shall be deemed to be Cash); and

(b) either:

(i) the aggregate fair market value of the assets sold subject to all Sale and Lease-Back Transactions under this Section 6.08 (other than Sale and Lease-Back Transactions of the type described in clauses (ii) and (iii) below) does not exceed (I) prior to the consummation of the Topgolf Sale, the greater of \$85,000,000 and 15% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries and (II) on or after the consummation of the Topgolf Sale, the greater of \$39,000,000 and 15% of Consolidated Adjusted EBITDA of the Borrower and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period,

(ii) prior to the consummation of the Topgolf Sale, such Sale and Lease-Back Transaction constitutes a Specified Sale and Lease-Back Transaction; or

(iii) such Sale and Lease-Back Transaction constitutes an Equipment Sale and Lease-Back Transaction.

Section 6.09. Transactions with Affiliates. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) involving payment in excess of \$15,000,000 in any individual transaction or series of related transactions with any of their respective Affiliates on terms, taken as a whole, that are materially less favorable (taken as a whole) to the Borrower or such Restricted Subsidiary, as the case may be (as determined by the Borrower in good faith), than those that might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate; provided that the foregoing restriction shall not apply to:

(a) any transaction between or among the Borrower and/or one or more Restricted Subsidiaries and/or joint ventures (or any entity that becomes a Restricted Subsidiary or joint venture as a result of such transaction) to the extent permitted or not restricted by this Agreement;

(b) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options, stock ownership plans and other equity and equity-based compensation plans approved by the board of directors (or equivalent governing body) (or pursuant to a delegation thereby) of the Borrower or any Restricted Subsidiary;

(c) (i) any collective bargaining, employment or severance agreement or compensatory (including profit sharing) arrangement entered into by the Borrower or any of its Restricted Subsidiaries with their respective current or former officers, directors, members of management, managers,

employees, consultants or independent contractors, (ii) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with current or former officers, directors, members of management, managers, employees, consultants or independent contractors and (iii) any transaction pursuant to any employee compensation, benefit plan, stock option plan or arrangement, any separation or severance arrangement, any health, disability or similar insurance plan which covers current or former officers, directors, members of management, managers, employees, consultants or independent contractors or any employment contract or arrangement;

(d) (i) transactions permitted by Sections 6.01(d), (o), (bb) and (ee), 6.04, 6.06, 6.07 or 6.08 and (ii) issuances of Capital Stock, equity contributions and issuances and incurrences of Indebtedness not restricted by this Agreement;

(e) transactions in existence on the Closing Date and any amendment, modification or extension thereof to the extent such amendment, modification or extension, taken as a whole, is not (i) materially adverse to the Lenders or (ii) more disadvantageous to the Lenders than the relevant transaction in existence on the Closing Date;

(f) the pledge of Capital Stock of a joint venture or Unrestricted Subsidiary securing capital contributions to, or obligations of, such Persons;

(g) the Transactions, including the payment of Transaction Costs;

(h) customary compensation to, and reimbursement of reasonable out-of-pocket expenses of, Affiliates in connection with financial advisory, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, which payments are approved by the majority of the members of the board of directors (or similar governing body) or a majority of the disinterested members of the board of directors (or similar governing body) of the Borrower in good faith;

(i) Guarantees permitted by Section 6.01 or Section 6.06;

(j) transactions among the Borrower and its Restricted Subsidiaries that are otherwise permitted (or not restricted) under this Article 6;

(k) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, members of the board of directors (or similar governing body), officers, employees, members of management, managers, consultants and independent contractors of the Borrower and/or any of its Restricted Subsidiaries in the ordinary course of business;

(l) transactions with customers, clients, suppliers, landlords, joint ventures, purchasers or sellers of goods or services or providers of employees or other labor entered into in the ordinary course of business, which are (i) fair to the Borrower and/or its applicable Restricted Subsidiary in the good faith determination of the board of directors (or similar governing body) of the Borrower or the senior management thereof or (ii) on terms at least as favorable as might reasonably be obtained from a Person other than an Affiliate;

(m) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement;

(n) (i) any purchase of the Capital Stock of (or contribution to the equity capital of) the Borrower and (ii) any intercompany loan made to the Borrower or any Restricted Subsidiary; **and**

(o) any transaction (or series of related transactions) in respect of which the Borrower delivers to the Administrative Agent a letter addressed to the board of directors (or equivalent governing body) of the Borrower from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction or transactions, as applicable, is or are on terms that, taken as a whole, are not materially less favorable to the Borrower and/or, if applicable, one or more of its

Restricted Subsidiaries, individually or taken as a whole, as the context may require, than might be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate; and

(p) transactions set forth on Schedule 6.09.

Section 6.10. Conduct of Business. From and after the Closing Date, the Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, engage in any material line of business other than the businesses engaged in by the Borrower or any Restricted Subsidiary on the Closing Date and reasonable extensions thereof and similar, incidental, complementary, ancillary or related businesses.

Section 6.11. Amendments or Waivers of Certain Documents. The Borrower shall not, nor shall it permit any Subsidiary Guarantor to, amend or modify their respective Organizational Documents, in each case in a manner that is materially adverse to the Lenders (in their capacities as such), taken as a whole; provided that, for purposes of clarity, it is understood and agreed that the Borrower and/or any Subsidiary Guarantor may effect a change to its organizational form and/or consummate any other transaction that is permitted under Section 6.07.

Section 6.12. Amendments of or Waivers with Respect to Restricted Debt. The Borrower shall not, nor shall it permit any of its Restricted Subsidiaries to, amend or otherwise modify (a) the subordination terms of any Restricted Debt (or the subordination terms set forth in the documentation governing any Restricted Debt) if the effect of such amendment or modification, together with all other amendments or modifications made, is materially adverse to the interests of the Lenders (in their capacities as such) or (b) the terms of any Restricted Debt in violation of any Intercreditor Agreement or the subordination terms set forth in the definitive documentation governing any Restricted Debt; provided that, for purposes of clarity, it is understood and agreed that the foregoing limitation shall not otherwise prohibit any Refinancing Indebtedness or any other replacement, refinancing, amendment, supplement, modification, extension, renewal, restatement or refunding of any Restricted Debt, in each case, that is permitted under this Agreement in respect thereof (including to the extent that such Indebtedness would be permitted to be incurred under this Agreement at the time of such replacement, refinancing, amendment, supplement, modification, extension, renewal, restatement or refunding, after giving effect thereto).

Section 6.13. Fiscal Year. The Borrower shall not change its Fiscal Year-end; provided that the Borrower may, upon written notice to the Administrative Agent, change the Fiscal Year-end of the Borrower to another date, in which case the Borrower and the Administrative Agent will, and are hereby authorized to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

Section 6.14. IP Separation and Relicense Transactions. Neither the Borrower nor any Restricted Subsidiary shall consummate any IP Separation and Relicense Transaction.

ARTICLE 7 EVENTS OF DEFAULT

Section 7.01. Events of Default. If any of the following events (each, an "Event of Default") shall occur:

(a) Failure To Make Payments When Due. Failure by the Borrower to pay (i) any installment of principal of any Loan when due, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or (ii) any interest on any Loan or any fee or any other amount due hereunder within five Business Days after the date due; or

(b) Default in Other Agreements. Any of the following:

(i) failure by the Borrower or any of its Restricted Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of one or more items of Indebtedness (other than (A) Indebtedness referred to in clause (a) above and (B) Indebtedness among the Borrower and/or its Restricted Subsidiaries) with an aggregate outstanding principal amount exceeding the Threshold Amount, in each case beyond the grace period, if any, provided therefor, or

(ii) breach or default by the Borrower or any of its Restricted Subsidiaries with respect to any term not referenced in clause (i) above of (A) one or more items of Indebtedness (other than (x) Indebtedness referred to in clause (a) above, (y) Indebtedness among the Borrower and/or its Restricted Subsidiaries and (z) Topgolf Location Indebtedness solely

prior to the consummation of the Topgolf Sale) and/or Capital Leases) (such Indebtedness, other than the items described in clauses (x) through (z) above, the “Specified Indebtedness”) with an aggregate outstanding principal amount, together with the aggregate outstanding principal amount of any Topgolf Location Indebtedness ~~and/or~~ (solely prior to the consummation of the Topgolf Sale) and/or Capital Lease with respect to which a breach or default of the type (and resulting in the effect) described in clause (iii) below has occurred and is continuing, exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Specified Indebtedness (other than, for the avoidance of doubt, with respect to Specified Indebtedness consisting of Hedging Obligations, termination events or equivalent events pursuant to the terms of the relevant Hedge Agreement which are not the result of any default thereunder by any Loan Party or any Restricted Subsidiary), in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause or to permit the holder or holders of such Specified Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (with the giving of notice, if required) such Specified Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be, or

(iii) breach or default by the Borrower or any of its Restricted Subsidiaries with respect to any term not referenced in clause (i) above of (A) one or more items of Topgolf Location Indebtedness (solely prior to the consummation of the Topgolf Sale) and/or one or more Capital Leases with an aggregate outstanding principal amount for all such Topgolf Location Indebtedness (solely prior to the consummation of the Topgolf Sale) and Capital Leases, together with the aggregate outstanding principal amount of any Specified Indebtedness with respect to which a breach or default of the type (and resulting in the effect) described in clause (ii) above has occurred and is continuing, exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such Topgolf Location Indebtedness (solely prior to the consummation of the Topgolf Sale) and/or Capital Leases, in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is that the holder or holders of such Topgolf Location Indebtedness (solely prior to the consummation of the Topgolf Sale) or Capital Lease obligation (or a trustee or agent on behalf of such holder or holders) have caused (with the giving of notice, if required) such Topgolf Location Indebtedness (solely prior to the consummation of the Topgolf Sale) or Capital Lease obligation to become or be declared due and payable (or redeemable) prior to its stated maturity;

(iv) provided that (1) an event of default under the ABL Credit Agreement shall not constitute an Event of Default under clause (ii) of this paragraph (b) unless and until the date on which the lenders under the ABL Credit Agreement have actually declared all such obligations under the ABL Credit Agreement to be immediately due and payable in accordance with the terms of the ABL Credit Agreement and such declaration has not been rescinded by the lenders under the ABL Credit Agreement on or before such date, (2) any conversion of, or trigger of conversion rights with respect to, any convertible debt securities of the Borrower otherwise permitted to be incurred under this Agreement (whether or not such conversion is to be settled in cash or capital stock or a combination thereof) unless such conversion results from any event of default thereunder or a “change of control”, “fundamental change” or similar occurrence thereunder, shall not constitute an Event of Default, (3) clauses (ii) and (iii) of this paragraph (b) shall not apply to any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property securing such Indebtedness if such sale or transfer is permitted hereunder, (4) any failure described under clauses (i) through (iii) above is unremedied and is not waived by the holders of such Indebtedness or the relevant lease counterparty, as applicable, prior to any termination of the Commitments or acceleration of the Loans pursuant to Article 7 and (5) it is understood and agreed for the avoidance of doubt that the occurrence of any event described in clauses (i) through (iii) above that would, prior to the expiration of any applicable grace period, permit the holder or holders of the relevant Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (with the giving of notice, if required) such Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any

underlying obligation, as the case may be will not result in a Default or Event of Default under this Agreement prior to the expiration of such grace period; or

(c) Breach of Certain Covenants. Failure of any Loan Party, as required by the relevant provision, to perform or comply with any term or condition contained in Section 5.01(e)(i), Section 5.02 (as it applies to the preservation of the existence of the Borrower), Section 5.11 or Article 6; or

(d) Breach of Representations, Etc. Any representation, warranty or certification made or deemed made by any Loan Party in any Loan Document or in any certificate required to be delivered in connection herewith or therewith (including, for the avoidance of doubt, any Perfection Certificate) being untrue in any material respect as of the date made or deemed made; or

(e) Other Defaults Under Loan Documents. Default by any Loan Party in the performance of or compliance with any term contained herein or any of the other Loan Documents, other than any such term referred to in any other Section of this Article 7, which default has not been remedied or waived within 30 days after receipt by the Borrower of written notice thereof from the Administrative Agent; or

(f) Involuntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry by a court of competent jurisdiction of a decree or order for relief in respect of the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) in an involuntary case under any Debtor Relief Law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal, state or local Requirements of Law, which relief is not stayed; or (ii) the commencement of an involuntary case against the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) under any Debtor Relief Law; the entry by a court having jurisdiction in the premises of a decree or order for the appointment of a receiver, receiver and manager, (preliminary) insolvency receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary), or over all or a material part of its property; or the involuntary appointment of an interim receiver, trustee or other custodian of the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) for all or a material part of its property, which remains, in any case under this clause (f), undismissed, unvacated, unbounded or unstayed pending appeal for 60 consecutive days; or

(g) Voluntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry against the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of an order for relief, the commencement by the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of a voluntary case under any Debtor Relief Law, or the consent by the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case, under any Debtor Relief Law, or the consent by the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) to the appointment of or taking possession by a receiver, receiver and manager, trustee or other custodian for all or a material part of its property; (ii) the making by the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of a general assignment for the benefit of creditors; or (iii) the admission by the Borrower or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) in writing of their inability to pay their respective debts as such debts become due; or

(h) Judgments and Attachments. The entry or filing of one or more final money judgments, writs or warrants of attachment or similar process against the Borrower or any of its Restricted Subsidiaries or any of their respective assets involving in the aggregate at any time an amount in excess of the Threshold Amount (in either case to the extent not adequately covered by indemnity from a third party, or indemnifying party as to which the relevant indemnifying party has been notified and not denied its indemnification obligations, as applicable, by self-insurance (if applicable) or by insurance and/or an indemnification provision as to which the relevant third party insurance company has been notified and not denied coverage), which judgment, writ, warrant or similar process remains unpaid, undischarged, unvacated, unbonded or unstayed pending appeal for a period of 60 consecutive days; or

(i) Employee Benefit Plans. The occurrence of one or more ERISA Events, which individually or in the aggregate result in liability of the Borrower or any of its Restricted Subsidiaries in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(j) Change of Control. The occurrence of a Change of Control; or

(k) Guaranties, Collateral Documents and Other Loan Documents. At any time after the execution and delivery thereof, (i) any material Loan Guaranty for any reason ceasing to be in full force and effect (other than in accordance with its terms or as a result of the occurrence of the Termination Date) or being declared, by a court of competent jurisdiction, to be null and void or the repudiation in writing by any Loan Guarantor of its obligations thereunder (in each case, other than as a result of the discharge of such Loan Guarantor in accordance with the terms thereof), (ii) this Agreement or any material Collateral Document ceasing to be in full force and effect or ceasing to create a valid and perfected (with the priority specified in such Collateral Document and subject to Permitted Liens and any applicable Intercreditor Agreement) Lien on Collateral purported to be covered thereby (other than by reason of a release of Collateral in accordance with the terms hereof or thereof or the occurrence of the Termination Date or any other termination of such Collateral Document in accordance with the terms thereof) or being declared null and void or (iii) other than in any bona fide, good faith dispute as to the scope of Collateral or whether any Lien has been, or is required to be released, the contesting by any Loan Party of the validity or enforceability of any material provision of any Loan Document in writing or denial by any Loan Party in writing that it has any further liability (other than by reason of the occurrence of the Termination Date or any other termination of any other Loan Document in accordance with the terms thereof), including with respect to future advances by the Lenders, under any Loan Document to which it is a party; it being understood and agreed that the mere failure of the Administrative Agent to maintain possession of any physical Collateral with respect to a Lien that otherwise was or would have been perfected shall not result in an Event of Default under this Section 7.01(k) or any other provision of any Loan Document; or

(l) Subordination. The Obligations ceasing or the assertion in writing by any Loan Party that the Obligations cease to constitute senior indebtedness under the subordination provisions of any document or instrument evidencing any Junior Lien Indebtedness or any such subordination provision being invalidated by a court of competent jurisdiction in a final non-appealable order, or otherwise ceasing, for any reason, to be valid, binding and enforceable obligations of the parties thereto;

then, and in every such event (other than an event with respect to the Borrower described in clause (f) or (g) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take any of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon such Commitments shall terminate immediately and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; provided that upon the occurrence of an event with respect to the Borrower described in clauses (f) or (g) of this Article, any such Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, in each case without further action of the Administrative Agent or any Lender. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC.

ARTICLE 8 THE ADMINISTRATIVE AGENT

Section 8.01. Appointment and Authorization of Administrative Agent. Each of the Lenders, each, on behalf of itself and its applicable Affiliates and in their respective capacities as such and as Hedge Banks and/or Cash Management Banks, as applicable, hereby irrevocably appoints BofA (or any successor appointed pursuant hereto) as Administrative Agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Section 8.02. Rights as a Lender. Any Person serving as Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated, unless the context otherwise requires or unless such Person is in fact not a Lender, include each Person serving as Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any subsidiary of any Loan Party or other Affiliate thereof as if it were not the Administrative Agent hereunder. The Lenders acknowledge that, pursuant to such activities, the Administrative Agent or its Affiliates may receive information regarding any Loan Party or any of its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall not be under any obligation to provide such information to them.

Section 8.03. Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default exists, and the use of the term “agent” herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Requirements of Law; it being understood that such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary power, except discretionary rights and powers that are expressly contemplated by the Loan Documents and which the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the relevant circumstances as provided in Section 9.02); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Requirements of Law, (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Restricted Subsidiaries that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable to the Lenders or any other Secured Party for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as is necessary, or as the Administrative Agent believes in good faith shall be necessary, under the relevant circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct, as determined by the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein and (d) the Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or any Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any covenant, agreement or other term or condition set forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of any Lien on the Collateral or the existence, value or sufficiency of the Collateral, (vi) the satisfaction of any condition set forth in Article 4 or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to

be delivered to the Administrative Agent or (vii) any property, book or record of any Loan Party or any Affiliate thereof.

If any Lender acquires knowledge of a Default or Event of Default, it shall promptly notify the Administrative Agent and the other Lenders thereof in writing. Each Lender agrees that, except with the written consent of the Administrative Agent, it will not take any enforcement action hereunder or under any other Loan Document, accelerate the Obligations under any Loan Document, or exercise any right that it might otherwise have under applicable law or otherwise to credit bid at any foreclosure sale, UCC sale, any sale under Section 363 of the Bankruptcy Code or other similar Dispositions of Collateral. Notwithstanding the foregoing, however, a Lender may take action to preserve or enforce its rights against a Loan Party where a deadline or limitation period is applicable that would, absent such action, bar enforcement of the Obligations held by such Lender, including the filing of a proof of claim in a case under the Bankruptcy Code.

Section 8.04. Exclusive Right to Enforce Rights and Remedies. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, the Borrower, the Administrative Agent and each Secured Party agree that:

(a) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Loan Guaranty; it being understood that any right to realize upon the Collateral or enforce any Loan Guaranty against any Loan Party pursuant hereto or pursuant to any other Loan Document may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms hereof or thereof and that all other powers, rights and remedies under the other Loan Documents may be exercised solely by the Administrative Agent, and (ii) in the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or in the event of any other Disposition (including pursuant to Section 363 of the Bankruptcy Code), (A) the Administrative Agent, as agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply all or any portion of the Obligations as a credit on account of the purchase price for any Collateral payable by the Administrative Agent at such Disposition and (B) the Administrative Agent or any Lender may be the purchaser or licensor of all or any portion of such Collateral at any such Disposition.

(b) no holder of any Secured Hedging Obligation or Banking Services Obligation in its respective capacity as such shall have any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under this Agreement.

(c) each of the Lenders hereby irrevocably authorizes (and by entering into a Hedge Agreement with respect to any Secured Hedging Obligation and/or by entering into documentation in connection with any Banking Services Obligation, each of the other Secured Parties hereby authorizes and shall be deemed to authorize) the Administrative Agent, on behalf of all Secured Parties to take any of the following actions upon the instruction of the Required Lenders:

(i) consent to the Disposition of all or any portion of the Collateral free and clear of the Liens securing the Secured Obligations in connection with any Disposition pursuant to the applicable provisions of the Bankruptcy Code, including Section 363 thereof;

(ii) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the Bankruptcy Code, including under Section 363 thereof;

(iii) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any Disposition of all or any portion of the Collateral pursuant to the applicable provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC;

(iv) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral (in each case, either directly or through one or more acquisition vehicles), in connection with any foreclosure or other Disposition conducted in accordance with applicable law following the occurrence of an Event of Default, including by power of sale, judicial action or otherwise; and/or

(v) estimate the amount of any contingent or unliquidated Secured Obligations of such Lender or other Secured Party;

it being understood that no Lender shall be required to fund any amount in connection with any purchase of all or any portion of the Collateral by the Administrative Agent pursuant to Sections 8.04(c)(ii), (iii) or (iv) without its prior written consent.

(d) Each Secured Party agrees that the Administrative Agent is under no obligation to credit bid any part of the Secured Obligations or to purchase or retain or acquire any portion of the Collateral; provided that, in connection with any credit bid or purchase described under Sections 8.04(c)(ii), (iii) or (iv), the Secured Obligations owed to all of the Secured Parties (other than with respect to contingent or unliquidated liabilities as set forth in the next succeeding paragraph) may be, and shall be, credit bid by the Administrative Agent on a ratable basis.

(e) With respect to each contingent or unliquidated claim that is a Secured Obligation, the Administrative Agent is hereby authorized, but is not required, to estimate the amount thereof for purposes of any credit bid or purchase described above so long as the estimation of the amount or liquidation of such claim would not unduly delay the ability of the Administrative Agent to credit bid the Secured Obligations or purchase the Collateral in the relevant Disposition. In the event that the Administrative Agent, in its sole and absolute discretion, elects not to estimate any such contingent or unliquidated claim or any such claim cannot be estimated without unduly delaying the ability of the Administrative Agent to consummate any credit bid or purchase in accordance with the second preceding paragraph, then any contingent or unliquidated claims not so estimated shall be disregarded, shall not be credit bid, and shall not be entitled to any interest in the portion or the entirety of the Collateral purchased by means of such credit bid.

(f) Each Secured Party whose Secured Obligations are credit bid under Sections 8.04(c)(ii), (iii) or (iv) shall be entitled to receive interests in the Collateral or any other asset acquired in connection with such credit bid (or in the Capital Stock of the acquisition vehicle or vehicles that are used to consummate such acquisition) on a ratable basis in accordance with the percentage obtained by dividing (x) the amount of the Secured Obligations of such Secured Party that were credit bid in such credit bid or other Disposition, by (y) the aggregate amount of all Secured Obligations that were credit bid in such credit bid or other Disposition.

(g) In addition, in case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, each Secured Party agrees that the Administrative Agent (irrespective of whether the principal of any Loan is then due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts to the extent due to the Lenders and the Administrative Agent under Sections 2.12 and 9.03) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

(h) Any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent consents to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amount due to the Administrative Agent under Sections 2.12 and 9.03.

(i) Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 8.05. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent has received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 8.06. Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers by or through any one or more sub-agents appointed by it. The Administrative Agent and any such sub-agent may perform any and all of their respective duties and exercise their respective rights and powers through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

Section 8.07. Successor Administrative Agent. The Administrative Agent may resign at any time by giving 30 days' prior written notice to the Lenders and the Borrower; provided that if no successor agent is appointed in accordance with the terms set forth below within such 30-day period, the Administrative Agent's resignation shall not be effective until the earlier to occur of (x) the date of the appointment of the successor agent or (y) the date that is specified in such notice (which shall be no earlier than 30 days after the date thereof) (or such later date as the resigning Administrative Agent may agree). If the Administrative Agent is a Defaulting Lender or an Affiliate of a Defaulting Lender, either the Required Lenders or the Borrower may, upon ten days' notice, remove the Administrative Agent; provided that if no successor agent is appointed in accordance with the terms set forth below within such 10 day period, the Administrative Agent's removal shall, at the option of the Borrower, not be effective until the earlier to occur of (x) the date of the appointment of the successor agent or (y) the date that is 20 days after the last day of such 10-day period (or such later date as the Borrower may agree). Upon receipt of any such notice of resignation or delivery of any such notice of removal, the Required Lenders shall have the right, with the consent of the Borrower (not to be unreasonably withheld or delayed), to appoint a successor Administrative Agent which shall be a commercial bank, trust company or other Person reasonably acceptable to the Borrower with offices in the U.S. having combined capital and surplus in excess of \$1,000,000,000; provided that during the existence of an Event of Default under Section 7.01(a) or, with respect to the Borrower, Sections 7.01(f) or (g), no consent of the Borrower shall be required. If no successor has been appointed as provided above and accepted such appointment within 30 days after the resigning Administrative Agent gives notice of its resignation or the Administrative Agent receives notice of removal (or such later date as the resigning Administrative Agent may agree), then (a) in the case of a resignation, the resigning Administrative Agent may (but shall not be obligated to), on behalf of

the Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above (including, for the avoidance of doubt, the consent of the Borrower) or (b) in the case of a removal, the Borrower may, after consulting with the Required Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that (x) in the case of a resignation if the Administrative Agent notifies the Borrower and the Lenders that no qualifying Person has accepted such appointment or (y) in the case of a removal the Borrower notifies the Required Lenders that no qualifying Person has accepted such appointment, then, in each case, such resignation or removal shall nonetheless become effective in accordance with the provisos to the first two sentences in this paragraph (unless the retiring Administrative Agent has agreed in its sole discretion to extend the effectiveness of its resignation) and (i) the resigning or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent in its capacity as collateral agent for the Secured Parties for purposes of maintaining the perfection of the Lien on the Collateral securing the Secured Obligations, the resigning Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations required to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly (and each Lender will cooperate with the Borrower to enable the Borrower to take such actions), until such time as the Required Lenders or the Borrower, as applicable, appoint a successor Administrative Agent, as provided above in this Article 8. Upon the acceptance of its appointment as Administrative Agent hereunder as a successor Administrative Agent, the successor Administrative Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the resigning or removed Administrative Agent (other than any rights to indemnity payments owed to the resigning Administrative Agent), and the resigning or removed Administrative Agent shall be discharged from its duties and obligations hereunder (other than its obligations under Section 9.13 hereof). The fees payable by the Borrower to any successor Administrative Agent shall not be greater than those payable to its predecessor unless otherwise expressly agreed in writing between the Borrower and such successor Administrative Agent. After the Administrative Agent's resignation or removal hereunder, the provisions of this Article and Section 9.03 shall continue in effect for the benefit of such resigning or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any action taken or omitted to be taken by any of them while the relevant Person was acting as Administrative Agent (including for this purpose holding any collateral security following the resignation or removal of the Administrative Agent). Notwithstanding anything to the contrary herein, no Disqualified Institution (nor any Affiliate thereof) may be appointed as a successor Administrative Agent.

Section 8.08. Non-Reliance On Administrative Agent. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their respective Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of the Administrative Agent or any of its Related Parties.

Notwithstanding anything to the contrary herein, the Arrangers shall not have any right, power, obligation, liability, responsibility or duty under this Agreement, except in their respective capacities as the Administrative Agent or a Lender hereunder, as applicable.

Section 8.09. Collateral and Guaranty Matters. Each Lender and each other Secured Party irrevocably authorizes and instructs the Administrative Agent to, and the Administrative Agent shall:

(a) release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon the occurrence of the Termination Date, (ii) that is sold or to be sold or transferred (or substantially concurrently with such release is to be sold or transferred) as part of or in connection with any Disposition permitted under the Loan Documents to a Person that is not a Loan Party, (iii) that does not constitute (or ceases to constitute) Collateral, (iv) if the property subject to such Lien is

owned by a Subsidiary Guarantor, upon the release of such Subsidiary Guarantor from its Loan Guaranty otherwise in accordance with the Loan Documents, (v) as required under clause (d) below or (vi) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 9.02;

(b) subject to Section 9.22, release any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Person ceases to be a Restricted Subsidiary (or is or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions permitted hereunder and the Borrower has requested that such Subsidiary Guarantor cease to be a Subsidiary Guarantor); provided, that the release of any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Subsidiary Guarantor becomes an Excluded Subsidiary of the type described in clause (a) of the definition thereof shall only be permitted if such Guarantor did not become an Excluded Subsidiary of the type described in clause (a) of the definition thereof as a result of (A) a transfer of its equity interests to any Affiliate of the Borrower for a non-bona fide business purpose for less than fair market value or (B) a non-bona fide transaction the primary purpose of which was to cause such entity to become a non-wholly-owned Subsidiary of the Borrower in order to release it from its Loan Guaranty;

(c) subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Sections 6.02(c), 6.02(d), 6.02(e), 6.02(f), 6.02(g)(i), 6.02(k) (with respect to a refinancing of any other Lien referred to in this clause (c)), 6.02(l) (other than with respect to the ABL Credit Agreement), 6.02(m), 6.02(n), 6.02(o) (subject to the ABL Intercreditor Agreement with respect to the ABL Credit Agreement), 6.02(q), 6.02(r), 6.02(s), 6.02(u) (to the extent such Lien is of a type with respect to which subordination is otherwise permitted under this clause (c) (other than with respect to 6.02(l))), 6.02(y), 6.02(bb), 6.02(cc), 6.02(dd), 6.02(ee), 6.02(ff), 6.02(gg), 6.02(hh), 6.02(ii) and/or 6.02(jj) (and any Lien securing any Refinancing Indebtedness in respect of any thereof to the extent such Refinancing Indebtedness is permitted to be secured under Section 6.02(k)); and

(d) (i) enter into, amend, restate, supplement or otherwise modify subordination, intercreditor, collateral trust and/or similar agreements with respect to Indebtedness (including any Intercreditor Agreement and/or any amendment to any Intercreditor Agreement) that is (x) required or permitted to be senior to, pari passu with or subordinated hereunder and/or (y) secured by Liens, and with respect to which Indebtedness, this Agreement contemplates an intercreditor, subordination, collateral trust or similar agreement and/or enter into, amend, restate, supplement or otherwise modify any subordination, non-disturbance, attornment or similar agreement with respect to any lease, license or similar arrangement permitted hereunder.

Upon the request of the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Loan Party from its obligations under the Loan Guaranty or its Lien on any Collateral pursuant to this Article 8. In each case as specified in this Article 8, the Administrative Agent will (and each Lender hereby authorizes the Administrative Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents, to subordinate its interest therein, or to release such Loan Party from its obligations under the Loan Guaranty, in each case in accordance with the terms of the Loan Documents and this Article 8.

Section 8.10. Intercreditor Agreements. The Administrative Agent is authorized to enter into, amend, restate, supplement or otherwise modify the ABL Intercreditor Agreement on the Closing Date, and thereafter any Intercreditor Agreement and any other intercreditor, subordination, collateral trust or similar agreement contemplated hereby with respect to any (a) Indebtedness (i) that is (A) required or permitted to be senior to, pari passu with, or subordinated hereunder and/or (B) secured by any Lien and (ii) which contemplates an intercreditor, subordination, collateral trust or similar agreement and/or (b) Secured Hedging Obligations and/or Banking Services Obligations, whether or not constituting Indebtedness (any such other intercreditor, subordination, collateral trust and/or similar agreement an "Additional Agreement"), and the Secured Parties party hereto acknowledge that any Intercreditor

Agreement and any other Additional Agreement is binding upon them. Each Secured Party party hereto hereby (a) agrees that it will be bound by, and will not take any action contrary to, the provisions of any Intercreditor Agreement or any other Additional Agreement and (b) authorizes and instructs the Administrative Agent to enter into, amend, restate, supplement or otherwise modify the ABL Intercreditor Agreement on the Closing Date, and thereafter any Intercreditor Agreement and/or any other Additional Agreement and to subject the Liens on the Collateral securing the Secured Obligations to the provisions thereof. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrower, and the Secured Parties are intended third-party beneficiaries of such provisions and the provisions of any Intercreditor Agreement and/or any other Additional Agreement.

Section 8.11. Indemnification of Administrative Agent. To the extent that the Administrative Agent (or any Affiliate thereof) is not reimbursed and indemnified by the Borrower in accordance with and to the extent required by Section 9.03(b) hereof, the Lenders will reimburse and indemnify the Administrative Agent (and any Affiliate thereof) in proportion to their respective Applicable Percentages (determined as if there were no Defaulting Lenders) for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent (or any Affiliate thereof) in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's (or such affiliate's) gross negligence, bad faith or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

The Arrangers shall have no duties or responsibilities hereunder in their respective capacities as such.

Section 8.12. ERISA Representation of the Lenders.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of the Administrative Agent and each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with such Lender's entrance into, participation in, administration of and performance of the Loans or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent nor any Arranger nor any of their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 8.13. Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Lender Recipient Party, whether or not in respect of an Obligation due and owing by the Borrower at such time, where such payment is a Rescindable Amount, then in any such event, each Lender Recipient Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Lender Recipient Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Lender Recipient Party irrevocably waives any and all defenses, including any "discharge for value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Lender Recipient Party promptly upon determining that any payment made to such Lender Recipient Party comprised, in whole or in part, a Rescindable Amount. This Section 8.13 shall solely be an agreement between the Administrative Agent and the Lenders.

Section 8.14. Withholding Tax. To the extent required by any applicable Requirement of Law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. If the IRS or any authority of the United States or any other jurisdiction asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered, was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by any applicable Loan Party and without limiting the obligation of any applicable Loan Party to do so) fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including penalties, fines, additions to Tax and interest, together with all expenses incurred, including legal expenses, allocated staff costs and any out of pocket expenses. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document or otherwise against any amount due to the Administrative Agent under this Section 8.14.

ARTICLE 9 MISCELLANEOUS

Section 9.01. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or email, as follows:

(i) if to any Loan Party, to such Loan Party in the care of the Borrower at:

Topgolf Callaway Brands Corp.
2180 Rutherford Road
Carlsbad, CA 92008
Telephone: (760) 804-4056
Facsimile: (760) 804-4242
Attention: Brian P. Lynch
Email: BrianL@callawaygolf.com

with copy to (which shall not constitute notice to any Loan Party):

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Telephone: +1 (213) 891-8507
Attention: Kenneth D. Askin
Email: kenneth.askin@lw.com

(ii) if to the Administrative Agent, at:

For Principal and Interest Payments:

Bank of America, N.A.
Dedicated Servicing
900 West Trade Street
Gateway Village – 900 Building
Mail Code: NC1-026-06-04
Charlotte, NC 28255
Attn: Patricia Santos
Phone: 980-387-3794
Email: patricia.santos@bofa.com
Fax Number: 704-625-4200
Other Notices for Administrative Agent:

Bank of America, N.A.
Agency Management
900 West Trade Street
Gateway Village – 900 Building
Mail Code: NC1-026-06-03
Charlotte, NC 28255
Attn: Erik M. Truette
Phone: 980-387-5451
Email: erik.m.truette@bofa.com
Fax Number: 704-409-0015

(iii) if to any Lender, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications (A) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof or three Business Days after dispatch if sent by certified or registered mail, in each case, delivered, sent or mailed (properly addressed) to the relevant party as provided in this Section 9.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01 or (B) sent by facsimile shall be deemed to have been given when sent and when receipt has been confirmed by telephone; provided that received notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, such notices or other communications shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b), below shall be effective as provided in such clause (b).

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and Internet or Intranet websites) pursuant to procedures set forth herein or otherwise approved by the Administrative Agent. The Administrative Agent or the Borrower (on behalf of any Loan Party) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures set forth herein or otherwise approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that any such notice or communication not given during the normal business hours of the recipient shall be deemed to have been given at the opening of business on the next Business Day for the recipient or (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number or other notice information hereunder by notice to the other parties hereto; it being understood and agreed that the Borrower may provide any such notice to the Administrative Agent as recipient on behalf of itself and each Lender.

(d) The Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by, or on behalf of the Borrower hereunder (collectively, the "Borrower Materials") by posting the Borrower Materials on the Platform and (b) certain of the Lenders may be "public-side" Lenders (*i.e.*, Lenders that do not wish to receive material nonpublic information within the meaning of the United States federal securities laws with respect to the Borrower or its securities) (each, a "Public Lender"). At the request of the Administrative Agent, the Borrower and, for purposes of clause (iii), below, the Administrative Agent, hereby agrees that (i) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC", (ii) by marking Borrower Materials "PUBLIC," the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as information (A) that has been made publicly available or (B) would not be material with respect to the Borrower, its subsidiaries, any of their respective securities or the Transactions as determined in good faith by the Borrower for purposes of the United States federal securities laws and (iii) the Administrative Agent shall be required to treat Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public Investor." Notwithstanding the foregoing, the following Borrower Materials shall be deemed to be marked "PUBLIC," unless the Borrower notifies the Administrative Agent promptly that any such document contains material nonpublic information (it being understood that the Borrower shall have a reasonable opportunity to review the same prior to distribution and comply with SEC or other applicable disclosure obligations): (1) any Loan Document, (2) any amendment to any Loan Document and/or (3) the financial statements delivered pursuant to Section 5.01(a) or (b).

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content

declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States federal and state securities laws, to make reference to communications that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS ON, OR THE ADEQUACY OF, THE PLATFORM, AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN ANY SUCH COMMUNICATION. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM.

Section 9.02. Waivers; Amendments.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof except as provided herein or in any Loan Document, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any party hereto therefrom shall in any event be effective unless the same is permitted by this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. Without limiting the generality of the foregoing, to the extent permitted by applicable Requirements of Law, making of any Loan shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default or Event of Default at the time.

(b) Subject to Sections 9.02(b) through (d) below, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified, except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) or (ii) in the case of any other Loan Document (other than any waiver, amendment or modification to effectuate any modification thereto expressly contemplated by the terms of such other Loan Document), pursuant to an agreement or agreements in writing entered into by the Administrative Agent and each Loan Party that is party thereto, with the consent of the Required Lenders; provided that, notwithstanding the foregoing:

(A) the consent of each Lender directly and adversely affected thereby (but not the consent of the Required Lenders) shall be required for any waiver, amendment or modification that:

(1) increases the Commitment of such Lender; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments shall constitute an increase of any Commitment of such Lender;

(2) reduces the principal amount of any Loan owed to such Lender or any amount due to such Lender on any Loan Installment Date;

(3) (x) extends the scheduled final maturity of any Loan or (y) postpones any Loan Installment Date or any Interest Payment Date with respect to any Loan held by such Lender or the date of any scheduled payment of any fee or premium payable to such Lender hereunder (in each case, other than any extension for administrative reasons agreed by the Administrative Agent);

(4) reduces the rate of interest (other than to waive any Default or Event of Default or any obligation of the Borrower to pay interest to such Lender at the default rate of interest under Section 2.13(d), which shall only require the consent of the Required Lenders) or the amount of any fee or premium owed to such Lender; it being understood that no change in the definition of “First Lien Leverage Ratio” or any other ratio used in the calculation of the Applicable Rate, or in the calculation of any other interest, fee or premium due hereunder (including any component definition thereof) shall constitute a reduction in any rate of interest or fee hereunder;

(5) extends the expiry date of such Lender’s Commitment; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of any Commitment shall constitute an extension of any Commitment of any Lender;

(6) waives, amends or modifies the provisions of Sections 2.18(b) or 2.18(c) of this Agreement in a manner that would by its terms alter the pro rata sharing of payments required thereby (except in connection with any transaction permitted under Sections 2.22, 2.23, 9.02(c) and/or 9.05(g) or as otherwise provided in this Section 9.02); or

(7) except as expressly permitted by Sections 6.01 and 6.02 hereof, (x) subordinate, or have the effect of subordinating the Obligations under the Loan Documents to any other Indebtedness for borrowed money or (y) subordinate, or have the effect of subordinating, the Liens securing the Obligations under the Loan Documents to Liens securing any other Indebtedness for borrowed money (other than subordinating the Liens on the ABL Priority Collateral to the Liens under the ABL Loan Documents pursuant to the ABL Intercreditor Agreement); provided, however, that the incurrence of any “debtor-in-possession” type facility (other than a “debtor-in-possession” type facility that includes any non-pro rata refinancing, repayment, “roll-up”, exchange or conversion of all or a portion of the Obligations into such “debtor-in-possession” type facility) shall not be restricted by this clause (7);

(B) no such agreement shall:

(1) change any of the provisions of Section 9.02(a) or Section 9.02(b) or the definition of “Required Lenders”, in each case to reduce any voting percentage required to waive, amend or modify any right thereunder or make any determination or grant any consent thereunder, without the prior written consent of each Lender;

(2) release all or substantially all of the Collateral from the Lien granted pursuant to the Loan Documents (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Article 8 or Section 9.22 hereof), without the prior written consent of each Lender; or

(3) release all or substantially all of the value of the Guarantees under the Loan Guaranty (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Article 8 or Section 9.22 hereof), without the prior written consent of each Lender;

(C) [reserved];

(D) [reserved]; and

(E) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent.

(c) Notwithstanding the foregoing, this Agreement may be amended with the written consent of the Borrower and the Lenders providing the relevant Replacement Term Loans to permit the refinancing or replacement of all or any portion of the outstanding Term Loans under any Class (any such loans being refinanced or replaced, the "Replaced Term Loans") with one or more replacement term loans hereunder ("Replacement Term Loans") pursuant to a Refinancing Amendment; provided that

(A) the aggregate principal amount of any Class of Replacement Term Loans shall not exceed the aggregate principal amount of the relevant Replaced Term Loans plus (1) any additional amount permitted to be incurred under Section 6.01 and, to the extent any such additional amount is secured, the related Liens are permitted under Section 6.02, and plus (2) the amount of accrued interest, penalties and premium (including tender premium) thereon, any committed but undrawn amount and underwriting discounts, fees (including upfront fees and/or original issue discount or initial yield payments), commissions and expenses associated therewith),

(B) except for Customary Bridge Loans and Replacement Term Loans in an amount not exceeding the Maturity Limitation Exception Amount, any Class of Replacement Term Loans must have a final maturity date that is equal to or later than the final maturity date of, and have a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Replaced Term Loans at the time of the relevant refinancing,

(C) any Class of Replacement Term Loans may be (1) *pari passu* with or junior to any then-existing Class of Term Loans in right of payment and *pari passu* with or junior to such Class of Term Loans with respect to the Collateral (provided that any Class of Replacement Term Loans that are (x) *pari passu* with (unless incurred under the Loan Documents) or junior to the existing Term Loans with respect to security or (y) junior to the existing Term Loans in right of payment shall, in either case, be subject to an Intercreditor Agreement) or (2) unsecured,

(D) any Class of Replacement Term Loans that is secured may not be secured by any asset of the Borrower and/or any Restricted Subsidiary other than the Collateral,

(E) any Class of Replacement Term Loans that is guaranteed may not be guaranteed by any Restricted Subsidiary other than one or more Loan Parties,

(F) any Class of Replacement Term Loans that is *pari passu* with the Initial Term Loans in right of payment and security may participate (A) in any voluntary prepayment of Term Loans as set forth in Section 2.11(a)(i) and (B) in any mandatory prepayment of Term Loans as set forth in Section 2.11(b)(vi),

(G) any Class of Replacement Term Loans may have pricing (including interest, fees and premiums) and, subject to preceding clause (F), optional prepayment and redemption terms and, subject to preceding clause (B), an amortization

schedule, as the Borrower and the lenders providing such Class of Replacement Term Loans may agree,

(H) the other terms and conditions of any Class of Replacement Term Loans (except as set forth above) are (1) substantially identical to, or (taken as a whole) not materially more favorable (as determined by the Borrower in good faith) to the lenders providing such Class of Replacement Term Loans than those applicable to the relevant Replaced Term Loans (other than covenants or other provisions applicable only to periods after the latest Maturity Date of such Class of Replaced Term Loans (in each case, as of the date of incurrence of such Class of Replacement Term Loans)), (2) provided on then-current market terms (as determined by the Borrower in good faith) for the applicable type of Indebtedness or (3) reasonably acceptable to the Administrative Agent (it being agreed that terms and conditions of any Replacement Term Loans that are more favorable to the lenders or the agent of such Replacement Term Loans than those contained in the Loan Documents and are then conformed (or added) to the Loan Documents pursuant to the applicable Refinancing Amendment (which shall not require the consent of any existing Lender or the Administrative Agent) shall be deemed satisfactory to the Administrative Agent); provided that notwithstanding the foregoing, a “financial maintenance covenant” applicable to any Replacement Term Loan that is a “term loan A” may be added to the Loan Documents or included in the applicable documentation for such Replacement Term Loan and need not be conformed or added to any existing Class.

Each party hereto hereby agrees that this Agreement may be amended by the Borrower, the Administrative Agent and the lenders providing the relevant Class of Replacement Term Loans to the extent (but only to the extent) necessary to reflect the existence and terms of such Class of Replacement Term Loans incurred or implemented pursuant thereto (including any amendment necessary to treat the loans and commitments subject thereto as a separate “tranche” and “Class” of Loans and/or commitments hereunder). It is understood that any Lender approached to provide all or a portion of any Class of Replacement Term Loans may elect or decline, in its sole discretion, to provide such Class of Replacement Term Loans.

(d) Notwithstanding anything to the contrary contained in this Section 9.02 or any other provision of this Agreement or any provision of any other Loan Document:

(i) the Borrower and the Administrative Agent may, without the input or consent of any Lender, amend, supplement and/or waive any guaranty, collateral security agreement, pledge agreement and/or related document (if any) executed in connection with this Agreement to (A) comply with any Requirement of Law or the advice of counsel, (B) cause any such guaranty, collateral security agreement, pledge agreement or other document to be consistent with this Agreement and/or the relevant other Loan Documents or (C) effect the granting, perfection, protection, expansion, maintenance or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties,

(ii) the Borrower and the Administrative Agent may, without the input or consent of any other Lender (other than the relevant Lenders (including Incremental Lenders) providing Loans under such Sections), effect amendments to this Agreement and the other Loan Documents as may be necessary in the reasonable opinion of the Borrower and the Administrative Agent to (A) effect the provisions of Sections 2.22, 2.23, 5.12, 6.13 or 9.02(c), or any other provision specifying that any waiver, amendment or modification may be made with the consent or approval of the Administrative Agent, (B) add terms (including representations and warranties, conditions, prepayments, covenants or events of default), in connection with the addition, extension or refinancing of any Loan or Commitment hereunder, any Replacement Term Loan, any Incremental Facility, any Incremental Equivalent Debt, any Replacement Debt and/or any Refinancing Indebtedness incurred in reliance on Section 6.01(p) with respect to Indebtedness originally incurred in reliance on Section 6.01(a) or (z), that are favorable to the

then-existing Lenders, as reasonably determined by the Administrative Agent (it being understood that, where applicable, any such amendment may be effectuated as part of an Incremental Facility Amendment, an Extension Amendment and/or a Refinancing Amendment) and (C) in the case of any Incremental Facility and/or Replacement Term Loan, ensure that the relevant Incremental Loan and/or Replacement Term Loan is “fungible” with the relevant existing Class of Term Loans so long as the applicable amendment is not adverse to the interests of any existing Lender; it being understood that the Borrower and the Administrative Agent may modify the amortization schedule and/or extend the time period during which any prepayment premium or “MFN” protection applies in reliance on this clause (ii)(C).

(iii) if the Administrative Agent and the Borrower have jointly identified any ambiguity, mistake, defect, inconsistency, obvious error or any error or omission of a technical nature or any necessary or desirable technical change, in each case, in any provision of any Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend such provision solely to address such matter as reasonably determined by them acting jointly,

(iv) the Administrative Agent and the Borrower may amend, restate, amend and restate or otherwise modify any Intercreditor Agreement and/or any other Additional Agreement as provided therein,

(v) the Administrative Agent may amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.05, Commitment reductions or terminations pursuant to Section 2.09, implementations of Additional Term Loan Commitments or incurrences of Additional Term Loans pursuant to Sections 2.22, 2.23 or 9.02(c) and reductions or terminations of any such Additional Term Loan Commitments or Additional Term Loans,

(vi) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except as permitted pursuant to Section 2.21(a) and except that the Commitment of any Defaulting Lender may not be increased without the consent of such Defaulting Lender (it being understood that any Commitment or Loan held or deemed held by any Defaulting Lender shall be excluded from any vote hereunder that requires the consent of any Lender, except as expressly provided in Section 2.21(b)),

(vii) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional credit facilities to this Agreement and to permit any extension of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the relevant benefits of this Agreement and the other Loan Documents and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders on substantially the same basis as the Lenders prior to such inclusion,

(viii) any amendment, waiver or modification of any term or provision that directly affects Lenders under one or more Classes and does not directly affect Lenders under one or more other Classes may be effected with the consent of Lenders owning 50% of the aggregate commitments or Loans of such directly affected Class in lieu of the consent of the Required Lenders, and

(ix) this Agreement may be amended in the manner prescribed in Section 2.14(b).

Section 9.03. Expenses; Indemnity.

(a) Subject to Section 9.05(f), the Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by each Arranger, the Administrative Agent and their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such Persons taken as a whole and, if necessary, of one local counsel in any relevant jurisdiction to all such Persons, taken as a whole, in connection with the syndication and distribution (including via the Internet or

through a service such as Intralinks) of the Term Facility, the preparation, execution, delivery and administration of the Loan Documents and any related documentation, including in connection with any amendment, modification or waiver of any provision of any Loan Document (whether or not the transactions contemplated thereby are consummated, but only to the extent the preparation of any such amendment, modification or waiver was requested by the Borrower) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arrangers or the Lenders or any of their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such Persons taken as a whole, if necessary, of one local counsel in any relevant jurisdiction to all such Persons, taken as a whole and solely in the case of an actual or perceived conflict of interest, (x) one additional counsel to all affected Persons, taken as a whole, and (y) one additional local counsel to all affected Persons, taken as a whole)) in connection with the enforcement, collection or protection of their respective rights in connection with the Loan Documents, including their respective rights under this Section, or in connection with the Loans made hereunder. Except to the extent required to be paid on the Closing Date, all amounts due under this paragraph (a) shall be payable by the Borrower within 30 days of receipt by the Borrower of an invoice setting forth such expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request.

(b) The Borrower shall indemnify each Arranger, the Administrative Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages and liabilities (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all Indemnities taken as a whole and, if reasonably necessary, one local counsel in any relevant jurisdiction to all Indemnities, taken as a whole and solely in the case of an actual or perceived conflict of interest, (x) one additional counsel to all affected Indemnities, taken as a whole, and (y) one additional local counsel to all affected Indemnities, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) the use of the proceeds of the Loans or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or by the Borrower, any other Loan Party or any of their respective Affiliates); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that any such loss, claim, damage, or liability (i) is determined by a final and non-appealable judgment of a court of competent jurisdiction (or documented in any settlement agreement referred to below) to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee or, to the extent such judgment finds (or any such settlement agreement acknowledges) that any such loss, claim, damage, or liability has resulted from such Person’s material breach of the Loan Documents or (ii) arises out of any claim, litigation, investigation or proceeding brought by such Indemnitee against another Indemnitee (other than any claim, litigation, investigation or proceeding that is brought by or against the Administrative Agent or any Arranger, acting in its capacity as the Administrative Agent or as an Arranger) that does not involve any act or omission of the Borrower or any of its subsidiaries. Each Indemnitee shall be obligated to refund or return any and all amounts paid by the Borrower pursuant to this Section 9.03(b) to such Indemnitee for any fees, expenses, or damages to the extent such Indemnitee is not entitled to payment thereof in accordance with the terms hereof. All amounts due under this paragraph (b) shall be payable by the Borrower within 30 days (x) after receipt by the Borrower of a written demand therefor, in the case of any indemnification obligations and (y) in the case of reimbursement of costs and expenses, after receipt by the Borrower of an invoice, setting forth such costs and expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request. Without limiting the provisions of Section 2.17(c), this Section 9.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, liabilities and expenses arising from any non-Tax claim.

(c) The Borrower shall not be liable for any settlement of any proceeding effected without the written consent of the Borrower (which consent shall not be unreasonably withheld, delayed or conditioned), but if any proceeding is settled with the written consent of the Borrower, or if there is a final judgment against any Indemnitee in any such proceeding, the Borrower agrees to indemnify and hold

harmless each Indemnitee to the extent and in the manner set forth above. The Borrower shall not, without the prior written consent of the affected Indemnitee (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened proceeding in respect of which indemnity could have been sought hereunder by such Indemnitee unless (i) such settlement includes an unconditional release of such Indemnitee from all liability or claims that are the subject matter of such proceeding and (ii) such settlement does not include any statement as to any admission of fault or culpability.

Section 9.04. Waiver of Claim. To the extent permitted by applicable Requirements of Law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto, any Loan Party and/or any Related Party of any thereof, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof, except, in the case of any third party claim for which indemnification is sought by any Indemnitee against the Borrower, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 9.03. No party hereto nor any of its Related Parties (nor any Indemnitee referred to in 9.03(b) above) shall be liable for any damages arising from the use by unintended recipients (other than such party hereto, its relevant Related Party or the relevant Indemnitee) of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

Section 9.05. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that (i) except as provided under Section 6.07, the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with the terms of this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and permitted assigns, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Arrangers, the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of any Loan or Additional Term Loan Commitment added pursuant to Sections 2.22, 2.23 or 9.02(c), at the time owing to it) with the prior written consent (not to be unreasonably withheld or delayed) of:

(A) the Borrower; provided, that (x) the Borrower shall be deemed to have consented to any assignment of Term Loans (other than any such assignment to a Disqualified Institution) unless it has objected thereto by written notice to the Administrative Agent within 10 Business Days after receipt of written notice thereof and (y) the consent of the Borrower shall not be required for any assignment (1) of Term Loans or Term Commitments to any Term Lender or any Affiliate of any Term Lender or an Approved Fund or (2) at any time when an Event of Default under Section 7.01(a) or Sections 7.01(f) or (g) (with respect to the Borrower) exists; provided, further, that notwithstanding the foregoing, the Borrower may withhold its consent to any assignment to any Person (other than a Bona Fide Debt Fund that is an Affiliate of an Identified Competitor DQI) that is not a Disqualified Institution but is known by the Borrower to be an Affiliate of a Disqualified Institution regardless of whether such Person is identifiable as an Affiliate of a Disqualified Institution on the basis of such Affiliate's name; and

(B) the Administrative Agent; provided, that no consent of the Administrative Agent shall be required for any assignment to another Lender, any Affiliate of a Lender or any Approved Fund.

(i) Assignments shall be subject to the following additional conditions:

(A) except in the case of any assignment to another Lender, any Affiliate of any Lender or any Approved Fund or any assignment of the entire remaining amount of the relevant assigning Lender's Loans or Commitments of any Class, the principal amount of Loans or Commitments of the assigning Lender subject to the relevant assignment (determined as of the date on which the Assignment Agreement with respect to such assignment is delivered to the Administrative Agent and determined on an aggregate basis in the event of concurrent assignments to Related Funds or by Related Funds) shall not be less than \$1,000,000, unless the Borrower and the Administrative Agent otherwise consent;

(B) any partial assignment shall be made as an assignment of a proportionate part of all the relevant assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment Agreement via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of \$3,500 (which fee may be waived or reduced in the sole discretion of the Administrative Agent); and

(D) the relevant Eligible Assignee, if it is not a Lender, shall deliver on or prior to the effective date of such assignment, to the Administrative Agent (1) an Administrative Questionnaire and (2) any documentation required under Section 2.17(f).

(ii) Subject to the acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in any Assignment Agreement, the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned pursuant to such Assignment Agreement, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment Agreement, be released from its obligations under this Agreement (and, in the case of an Assignment Agreement covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be (A) entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 with respect to facts and circumstances occurring on or prior to the effective date of such assignment and (B) subject to its obligations thereunder and under Section 9.13). If any assignment by any Lender holding any Promissory Note is made after the issuance of such Promissory Note, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender such Promissory Note to the Administrative Agent for cancellation, and, following such cancellation, if requested by either the assignee or the assigning Lender, the Borrower shall issue and deliver a new Promissory Note to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new commitments and/or outstanding Loans of the assignee and/or the assigning Lender.

(iii) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders and their respective successors and assigns, and the commitment of, and principal amount of and interest on the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). Failure to make any such recordation, or any error in such recordation, shall not affect the Borrower's obligations in respect of such Loans. The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and each Lender (but only as to its own holdings), at any reasonable time and from time to time upon reasonable prior notice.

(iv) Upon its receipt of a duly completed Assignment Agreement executed by an assigning Lender and an Eligible Assignee, the Eligible Assignee's completed Administrative Questionnaire and any tax certification required by Section 9.05(b)(ii)(D)(2) (unless the assignee is already a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section, if applicable, and any written consent to the relevant assignment required by paragraph (b) of this Section, the Administrative Agent shall promptly accept such Assignment Agreement and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(v) By executing and delivering an Assignment Agreement, the assigning Lender and the Eligible Assignee thereunder shall be deemed to confirm and agree with each other and the other parties hereto as follows: (A) the assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that the amount of its commitments, and the outstanding balances of its Loans, in each case without giving effect to any assignment thereof which has not become effective, are as set forth in such Assignment Agreement, (B) except as set forth in clause (A) above, the assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statement, warranty or representation made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of the Borrower or any Restricted Subsidiary or the performance or observance by the Borrower or any Restricted Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (C) the assignee represents and warrants that it is an Eligible Assignee, legally authorized to enter into such Assignment Agreement; (D) the assignee confirms that it has received a copy of this Agreement and each Intercreditor Agreement, together with copies of the financial statements referred to in Section 4.01(c) or the most recent financial statements delivered pursuant to Section 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment Agreement; (E) the assignee will independently and without reliance upon the Administrative Agent, the assigning Lender or any other Lender and based on such documents and information as it deems appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (F) the assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent, by the terms hereof, together with such powers as are reasonably incidental thereto; (G) the assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender and (H) the assignee represents and warrants to the parties hereto that it is not a Disqualified Institution or an Affiliate of a Disqualified Institution.

(c) (i) Any Lender may, without the consent of the Borrower, the Administrative Agent or any other Lender, sell participations in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it) to any bank or other entity (other than to any Disqualified Institution, any natural Person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of a natural person) or the Borrower or any of its Affiliates) (a "Participant"); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which any Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided, that the agreement or instrument governing such participation may provide that such Lender will not, without the consent of the relevant Participant, agree to any amendment, modification or waiver described in (x) clause (A) of the first proviso to Section 9.02(b) that directly and adversely affects the Loans or commitments in which such Participant has an interest and (y) clauses (B)(1), (2) or (3) of the first proviso to Section 9.02(b). Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each

Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the limitations and requirements of such Sections and Section 2.19) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section (and it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender, and if additional amounts are required to be paid pursuant to Section 2.17(a) or Section 2.17(c), to the Borrower and the Administrative Agent). To the extent permitted by applicable Requirements of Law, each Participant also shall be entitled to the benefits of Section 9.09 as though it were a Lender; provided that such Participant shall be subject to Section 2.18(c) as though it were a Lender.

(i) No Participant shall be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 than the participating Lender would have been entitled to receive with respect to the participation sold to such Participant except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation, or the sale of the participation to such Participant is made with the Borrower's prior written consent (not to be unreasonably withheld, conditioned or delayed).

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and their respective successors and registered assigns, and the principal and interest amounts of each Participant's interest in the Loans or other obligations under the Loan Documents (a "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of any Participant Register (including the identity of any Participant or any information relating to any Participant's interest in any Commitment, Loan or any other obligation under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the U.S. Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and each Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any Disqualified Institution or any natural person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of a natural person)) to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to any Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 9.05 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release any Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle (an "SPC"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrower pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of any Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including its obligations under Section 2.15, 2.16 or 2.17) and no SPC shall be entitled to any greater amount under Section 2.15, 2.16 or 2.17 or any other provision of this Agreement or any other Loan Document than the Granting Lender would have been entitled to receive, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender) and (iii) the Granting Lender shall for all purposes

including approval of any amendment, waiver or other modification of any provision of the Loan Documents, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the Requirements of Law of the U.S. or any State thereof; provided that (i) such SPC's Granting Lender is in compliance in all material respects with its obligations to the Borrower hereunder and (ii) each Lender designating any SPC hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such SPC during such period of forbearance. In addition, notwithstanding anything to the contrary contained in this Section 9.05, any SPC may (i) with notice to, but without the prior written consent of, the Borrower or the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guaranty or credit or liquidity enhancement to such SPC.

(f) (i) Any assignment or participation by a Lender without the Borrower's consent (A) to any Disqualified Institution or any Affiliate thereof (other than any Bona Fide Debt Fund that is an Affiliate of an Identified Competitor DQI) or (B) to the extent the Borrower's consent is required under this Section 9.05, to any other Person, shall be null and void, and the Borrower shall be entitled to seek specific performance to unwind any such assignment or participation and/or specifically enforce this Section 9.05(f) in addition to injunctive relief (without posting a bond or presenting evidence of irreparable harm) or any other remedy available to the Borrower at law or in equity; it being understood and agreed that (x) the Borrower and its subsidiaries will suffer irreparable harm if any Lender breaches any obligation under this Section 9.05 as it relates to any assignment, participation or pledge of any Loan or Commitment to any Disqualified Institution or any Affiliate thereof or any other Person to whom the Borrower's consent is required but not obtained and (y) notwithstanding the foregoing provisions of this Section 9.05(f), any subsequent assignment by any Disqualified Institution (or any other Person to which an assignment or participation was made without the required consent of the Borrower) to an Eligible Assignee that complies with the requirements of Section 9.05(b) will be deemed to be a valid and enforceable assignment for purposes hereof and may not be unwound or deemed to be null and void. Upon the request of any Lender, the Administrative Agent may and the Borrower will make the list of Disqualified Institutions available to such Lender so long as such Lender agrees to keep the list of Disqualified Institutions confidential in accordance with the terms hereof; provided, that such Lender may disclose the list of Disqualified Institutions in accordance with Section 9.13.

(i) (ii) If any assignment or participation under this Section 9.05 is made to any Disqualified Institution or any Affiliate of any Disqualified Institution (in either case, other than any Bona Fide Debt Fund that is an Affiliate of an Identified Competitor DQI) and/or any other Person to whom the Borrower's consent is required but not obtained, without the Borrower's prior written consent (any such person, a "Disqualified Person"), then the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Person and the Administrative Agent, (A) terminate any Commitment of such Disqualified Person and repay all obligations of the Borrower owing to such Disqualified Person, (B) in the case of any outstanding Loan held by such Disqualified Person, purchase such Loan and/or participation and/or (C) require such Disqualified Person to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.05), all of its interests, rights and obligations under this Agreement to one or more Eligible Assignees; provided that (I) in the case of clause (B), the applicable Disqualified Person has received payment of an amount equal to the lesser of (1) par and (2) the amount that such Disqualified Person paid for the applicable Loans, plus accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the Borrower, (II) in the case of clauses (A) and (B), the Borrower shall not be liable to the relevant Disqualified Person under Section 2.16 if any Term SOFR Loan owing to such Disqualified Person is repaid or purchased other than on the last day of the Interest Period relating thereto, (III) in the case of clause (C), the relevant assignment shall otherwise comply with this Section 9.05 (except that no registration and processing fee required under this

Section 9.05 shall be required with any assignment pursuant to this paragraph) and (IV) in no event shall such Disqualified Person be entitled to receive amounts to which it would otherwise be entitled under Section 2.13(d). Further, whether or not the Borrower has taken any action described in the preceding sentence, no Disqualified Person identified by the Borrower to the Administrative Agent (A) shall be permitted to (x) receive information (including financial statements) provided by any Loan Party, the Administrative Agent or any Lender and/or (y) attend and/or participate in conference calls or meetings attended solely by the Lenders and the Administrative Agent, (B) (x) for purposes of determining whether the Required Lenders or the majority Lenders under any Class have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom, (ii) otherwise acted on any matter related to any Loan Document, or (iii) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, shall have a right to consent (or not consent), otherwise act or direct or require the Administrative Agent or any Lender to take (or refrain from taking) any such action; it being understood that all Loans held by any Disqualified Person shall be deemed to be not outstanding for all purposes of calculating whether the Required Lenders, majority Lenders under any Class or all Lenders have taken any action, and (y) shall be deemed to vote in the same proportion as Lenders that are not Disqualified Persons in any proceeding under any Debtor Relief Law commenced by or against the Borrower or any other Loan Party and (C) shall not be entitled to receive the benefits of Section 9.03. For the sake of clarity, the provisions in this Section 9.05(f) shall not apply to any Person that is an assignee of any Disqualified Person, if such assignee is not a Disqualified Person. Nothing in this Section 9.05(f) shall be deemed to prejudice any right or remedy that the Borrower may otherwise have at law or equity.

(ii) (iii) Notwithstanding anything to the contrary herein, each of the Borrower and each Lender acknowledges and agrees that the Administrative Agent shall not have any responsibility or obligation to determine, monitor or inquire as to whether any Lender or potential Lender is a Disqualified Institution or Disqualified Person and the Administrative Agent shall have no liability with respect to any assignment or participation made to any Disqualified Institution or Disqualified Person (regardless of whether the consent of the Administrative Agent is required thereto) or disclosure of confidential information to any Disqualified Institution or Disqualified Person, and none of the Borrower, any Lender or their respective Affiliates will bring any claim to such effect.

(g) Notwithstanding anything to the contrary contained herein, any Lender may (but shall not be required to), at any time, assign all or a portion of its rights and obligations under this Agreement in respect of its Term Loans to any Affiliated Lender on a non-pro rata basis (A) through Dutch Auctions open to all Lenders holding the relevant Term Loans on a pro rata basis or (B) through open market purchases, in each case with respect to clauses (A) and (B), without the consent of the Administrative Agent; provided that:

(i) any Term Loans acquired by an Affiliated Lender shall, to the extent permitted by applicable Requirements of Law, be retired and cancelled immediately upon the acquisition thereof; provided that upon any such retirement and cancellation, the aggregate outstanding principal amount of the Term Loans shall be deemed reduced by the full par value of the aggregate principal amount of the Term Loans so retired and cancelled, and each principal repayment installment with respect to the Term Loans pursuant to Section 2.10(a) shall be reduced on a pro rata basis by the full par value of the aggregate principal amount of Term Loans so cancelled;

(ii) [reserved];

(iii) the relevant Affiliated Lender and assigning Lender shall have executed an Affiliated Lender Assignment Agreement;

(iv) [reserved];

(v) in connection with any assignment effected pursuant to a Dutch Auction and/or open market purchase conducted by an Affiliated Lender, no Event of Default may exist at the time of acceptance of bids for the Dutch Auction or the confirmation of such open market purchase, as applicable;

(vi) [reserved];

(vii) no Affiliated Lender shall be required to represent or warrant that it is not in possession of material non-public information with respect to the Borrower and/or any subsidiary thereof and/or their respective securities in connection with any assignment permitted by this Section 9.05(g); and

(viii) no such acquisition of Term Loans shall be funded, directly or indirectly, with a drawing under the ABL Credit Agreement.

Section 9.06. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loan regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until the Termination Date. The provisions of Sections 2.15, 2.16, 2.17, 9.03 and 9.13 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the occurrence of the Termination Date or the termination of this Agreement or any provision hereof but in each case, subject to the limitations set forth in this Agreement.

Section 9.07. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents, each Intercreditor Agreement and the Fee Letter constitute the entire agreement among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it has been executed by the Borrower and the Administrative Agent and when the Administrative Agent has received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement, any Loan Document and any other Communication, including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties and each of the Administrative Agent and the Lenders agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Person to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Lenders may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All

Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Administrative Agent is not under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party and/or any Lender without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Agent’s reliance on any Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means). The Administrative Agent shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any Communication (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution or signed using an Electronic Signature) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

Each of the Loan Parties and each Lender hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement or any other Loan Document based solely on the lack of paper original copies of this Agreement or such other Loan Document, and (ii) waives any claim against the Administrative Agent, each Lender and each Related Party for any liabilities arising solely from the Administrative Agent’s and/or any Lender’s reliance on or use of Electronic Signatures, including any liabilities arising as a result of the failure of the Loan Parties to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

Section 9.08. Severability. To the extent permitted by applicable Requirements of Law, any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.09. Right of Setoff. At any time when an Event of Default exists, upon the written consent of the Administrative Agent, the Administrative Agent and each Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Requirements of Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) (other than third party funds) at any time held and other obligations (in any currency) at any time owing by the Administrative Agent or such Lender to or for the credit or the account of any Loan Party against any of and all the Secured Obligations held by the Administrative Agent or such Lender, irrespective of whether or not the Administrative Agent or such Lender has made any demand under the Loan Documents and although such obligations may be contingent or unmatured or are owed to a branch or office of such Lender different than the branch or office holding such deposit or obligation on such Indebtedness. Any applicable Lender shall promptly notify the Borrower and the Administrative Agent of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender and the

Administrative Agent under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender or the Administrative Agent may have.

Section 9.10. Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN THE OTHER LOAN DOCUMENTS), WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT. EACH PARTY HERETO AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE ADMINISTRATIVE AGENT RETAINS THE RIGHT TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHT UNDER ANY COLLATERAL DOCUMENT.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(d) TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01. EACH PARTY HERETO HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY LOAN DOCUMENT THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 9.11. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY

OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.12. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.13. Confidentiality. Each of the Administrative Agent, each Lender, and each Arranger agrees (and each Lender agrees to cause its SPC, if any) to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its Affiliates and its Affiliates' directors, officers, managers, employees, independent auditors, or other experts and advisors, including accountants, legal counsel and other advisors (collectively, the "Representatives") on a "need to know" basis solely in connection with the transactions contemplated hereby and who are informed of the confidential nature of the Confidential Information and are or have been advised of their obligation to keep the Confidential Information of this type confidential; provided that such Person shall be responsible for its Affiliates' and their Representatives' compliance with this paragraph, (b) upon the demand or request of any regulatory or governmental authority (including any self-regulatory body) purporting to have jurisdiction over such Person or its Affiliates (in which case such Person shall, except with respect to any audit or examination conducted by bank accountants or any Governmental Authority or regulatory or self-regulatory authority exercising examination or regulatory authority, to the extent permitted by law, (i) inform the Borrower promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any information so disclosed is accorded confidential treatment), (c) to the extent compelled by legal process in, or reasonably necessary to, the defense of such legal, judicial or administrative proceeding, in any legal, judicial or administrative proceeding or otherwise as required by applicable Requirements of Law (in which case such Person shall (i) to the extent permitted by law, inform the Borrower promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (d) to any other party to this Agreement, (e) subject to an acknowledgment and agreement by the relevant recipient that the Confidential Information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as otherwise reasonably acceptable to the Borrower and the Administrative Agent, including as set forth in the Information Memorandum) in accordance with the standard syndication process of the Arrangers or market standards for dissemination of the relevant type of information, which shall in any event require "click through" or other affirmative action on the part of the recipient to access the Confidential Information and acknowledge its confidentiality obligations in respect thereof, to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or prospective Participant in, any of its rights or obligations under this Agreement, including any SPC (in each case other than a Disqualified Institution); provided that, notwithstanding the foregoing, subject to an acknowledgement and agreement by the relevant recipient in accordance with this Section 9.13(e), the list of Disqualified Institutions may be disclosed to any bona fide prospective assignee or Participant so that such prospective assignee or Participant may make the representation and warranty in Section 9.05(b)(vi)(H) of this Agreement, (ii) any pledgee referred to in Section 9.05 and (iii) any actual or prospective, direct or indirect contractual counterparty (or its advisors) to any Derivative Transaction (including any credit default swap) or similar derivative product to which any Loan Party is a party, (f) to the National Association of Insurance Commissioners or any similar organization, (g) with the prior written consent of the Borrower and (h) to the extent the Confidential Information becomes publicly available other than as a result of a breach of this Section by such Person, its Affiliates or their respective Representatives. For purposes of this Section, "Confidential Information" means all information relating to the Borrower and/or any of its subsidiaries and their respective businesses or the Transactions (including any information obtained by the Administrative Agent, any Lender or any Arranger, or any of their respective Affiliates or Representatives, based on a review of the books and records relating to the Borrower and/or any of its subsidiaries and their respective Affiliates from time to time, including prior to the date hereof) other than any such information that is publicly available to the Administrative Agent or any Arranger or Lender on a non-confidential basis prior to disclosure by the Borrower or any of its subsidiaries. For the avoidance of doubt, in no event shall any disclosure of any Confidential Information be made to any Person that is a Disqualified Institution (subject to the proviso set forth in Section 9.13(e)(i)).

Section 9.14. No Fiduciary Duty. Each of the Administrative Agent, the Arrangers, each Lender and their respective Affiliates (collectively, solely for purposes of this paragraph, the “Lenders”), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their respective affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Loan Party, its respective stockholders or its respective affiliates, on the other. Each Loan Party acknowledges and agrees that: (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm’s-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender, in its capacity as such, has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its respective stockholders or its respective affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Loan Party, its respective stockholders or its respective Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender, in its capacity as such, is acting solely as principal and not as the agent or fiduciary of such Loan Party, its respective management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that such Loan Party has consulted its own legal, tax and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto.

Section 9.15. Several Obligations. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder.

Section 9.16. USA PATRIOT Act. Each Lender that is subject to the requirements of the USA PATRIOT Act hereby notifies the Loan Parties that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the USA PATRIOT Act.

Section 9.17. Disclosure of Agent Conflicts. Each Loan Party and each Lender hereby acknowledge and agree that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

Section 9.18. Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC or any other applicable Requirement of Law can be perfected only by possession. If any Lender (other than the Administrative Agent) obtains possession of any Collateral, such Lender shall notify the Administrative Agent thereof and, promptly upon the Administrative Agent’s request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent’s instructions.

Section 9.19. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable Requirements of Law (collectively the “Charged Amounts”), shall exceed the maximum lawful rate (the “Maximum Rate”) which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable Requirements of Law, the rate of interest payable in respect of such Loan hereunder, together with all Charged Amounts payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charged Amounts that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charged Amounts payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, have been received by such Lender.

Section 9.20. Intercreditor Agreement. EACH LENDER HEREUNDER AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTION CONTRARY TO THE PROVISIONS OF ANY INTERCREDITOR AGREEMENT AND AUTHORIZES AND INSTRUCTS THE ADMINISTRATIVE AGENT TO ENTER INTO ANY INTERCREDITOR AGREEMENT AS AND ON BEHALF OF SUCH LENDER. THE PROVISIONS OF THIS SECTION 9.20 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF ANY INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO ANY INTERCREDITOR AGREEMENT ITSELF TO

UNDERSTAND ALL OF THE TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF ANY INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN ANY INTERCREDITOR AGREEMENT. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE LENDERS UNDER INDEBTEDNESS THAT IS SUBJECT TO ANY INTERCREDITOR AGREEMENT TO EXTEND CREDIT THEREUNDER AND SUCH LENDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT.

Section 9.21. Conflicts. Notwithstanding anything to the contrary contained herein or in any other Loan Document (but excluding any Intercreditor Agreement), in the event of any conflict or inconsistency between this Agreement and any other Loan Document (excluding any Intercreditor Agreement), the terms of this Agreement shall govern and control; provided that in the case of any conflict or inconsistency between any Intercreditor Agreement and any other Loan Document, the terms of such Intercreditor Agreement shall govern and control.

Section 9.22. Release of Guarantors. Notwithstanding anything in Section 9.02(b) to the contrary, (a) any Subsidiary Guarantor shall automatically be released from its obligations hereunder (and its Loan Guaranty shall be automatically released) (i) upon the consummation of any permitted transaction or series of related transactions if as a result thereof such Subsidiary Guarantor ceases to be a Restricted Subsidiary (or is or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions permitted hereunder) and/or (ii) upon the occurrence of the Termination Date and (b) any Subsidiary Guarantor that qualifies as an “Excluded Subsidiary” shall be released by the Administrative Agent promptly following the request therefor by the Borrower; provided, that the release of any Subsidiary Guarantor under clause (a)(i) or (b) from its obligations under the Loan Guaranty if such Subsidiary Guarantor becomes an Excluded Subsidiary of the type described in clause (a) of the definition thereof shall only be permitted if such Guarantor did not become an Excluded Subsidiary of the type described in clause (a) of the definition thereof as a result of (A) a transfer of its equity interests to any Affiliate of the Borrower for a non-bona fide business purpose for less than fair market value or (B) a non-bona fide transaction the primary purpose of which was to cause such entity to become a non-wholly-owned Subsidiary of the Borrower in order to release it from its Loan Guaranty. In connection with any such release, the Administrative Agent shall promptly execute and deliver to the relevant Loan Party, at such Loan Party’s expense, all documents that such Loan Party shall reasonably request to evidence termination or release. The execution and delivery of any document pursuant to the preceding sentence of this Section 9.22 shall be without recourse to or warranty by the Administrative Agent (other than as to the Administrative Agent’s authority to execute and deliver such documents).

Section 9.23. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Solely to the extent any Lender that is an Affected Financial Institution is a party to this Agreement and notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 9.24. Acknowledgement Regarding any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Swap Obligation or any other agreement or instrument that is a QFC (such support, “QFC Credit Support”, and each such QFC, a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or and QFC Credit Support.

(b) As used in this Section 9.24, the following terms have the following meanings:

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

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ANNEX B

Schedule 5.10 Unrestricted Subsidiaries

1. CALLAWAY TG HOLDCO INC.
2. A newly-formed Delaware limited liability company, to be a wholly-owned, direct subsidiary of Callaway TG Holdco Inc., identified as Topco in the Topgolf Purchase Agreement
3. A newly-formed Delaware limited liability company, to be a wholly-owned, direct subsidiary of Topco (as defined in the Topgolf Purchase Agreement), identified as Midco in the Topgolf Purchase Agreement
4. TOPGOLF INTERNATIONAL, INC.
5. TG FLEX HOLDINGS, LLC
6. TG HOLDINGS I, LLC
7. TG LOUNGE HOLDINGS, LLC
8. TG LOUNGE MANAGEMENT, LLC
9. TG USA KIRKLAND, LLC
10. TOPGOLF MEDIA, LLC
11. TOPGOLF PAYROLL SERVICES, LLC
12. TOPGOLF USA AG, LLC
13. TOPGOLF USA ALBUQUERQUE, LLC
14. TOPGOLF USA ALLEN HOLDINGS, LLC
15. TOPGOLF USA ALLEN II, LLC
16. TOPGOLF USA ALLEN, LLC
17. TOPGOLF USA ALPHARETTA HOLDINGS, LLC
18. TOPGOLF USA ALPHARETTA II, LLC
19. TOPGOLF USA ALPHARETTA, LLC
20. TOPGOLF USA ATLANTA HOLDINGS, LLC
21. TOPGOLF USA ATLANTA II, LLC
22. TOPGOLF USA ATLANTA, LLC
23. TOPGOLF USA AUBURN HILLS, LLC
24. TOPGOLF USA AUSTIN HOLDINGS, LLC
25. TOPGOLF USA AUSTIN II, LLC
26. TOPGOLF USA AUSTIN, LLC
27. TOPGOLF USA BALTIMORE, LLC
28. TOPGOLF USA BATON ROUGE, LLC
29. TOPGOLF USA BF, LLC
30. TOPGOLF USA BIRMINGHAM, LLC
31. TOPGOLF USA BO, LLC
32. TOPGOLF USA BRANDON, LLC
33. TOPGOLF USA BROOKLYN CENTER, LLC
34. TOPGOLF USA BURLINGAME, LLC
35. TOPGOLF USA CANTON, LLC
36. TOPGOLF USA CENTENNIAL, LLC
37. TOPGOLF USA CERT, LLC
38. TOPGOLF USA CHARLESTON, LLC
39. TOPGOLF USA CHARLOTTE, LLC
40. TOPGOLF USA CHESTERFIELD, LLC
41. TOPGOLF USA CL, LLC

42. TOPGOLF USA COL, LLC
43. TOPGOLF USA COLONY HOLDINGS, LLC
44. TOPGOLF USA COLONY II, LLC
45. TOPGOLF USA COLONY, LLC
46. TOPGOLF USA COLUMBUS, LLC
47. TOPGOLF USA CP, LLC
48. TOPGOLF USA DORAL, LLC
49. TOPGOLF USA DULLES, LLC
50. TOPGOLF USA EDISON, LLC
51. TOPGOLF USA EL PASO HOLDINGS, LLC
52. TOPGOLF USA EL PASO II, LLC
53. TOPGOLF USA EL PASO, LLC
54. TOPGOLF USA EL SEGUNDO, LLC
55. TOPGOLF USA FISHERS, LLC
56. TOPGOLF USA FKX, LLC
57. TOPGOLF USA FT. MYERS, LLC
58. TOPGOLF USA FT. WORTH HOLDINGS, LLC
59. TOPGOLF USA FT. WORTH II, LLC
60. TOPGOLF USA FT. WORTH, LLC
61. TOPGOLF USA GERMANTOWN, LLC
62. TOPGOLF USA GILBERT, LLC
63. TOPGOLF USA GLENDALE, LLC
64. TOPGOLF USA GRANITE PARK HOLDINGS, LLC
65. TOPGOLF USA GRANITE PARK II, LLC
66. TOPGOLF USA GRANITE PARK, LLC
67. TOPGOLF USA GREENVILLE, LLC
68. TOPGOLF USA HILLSBORO, LLC
69. TOPGOLF USA HOLTSVILLE, LLC
70. TOPGOLF USA HUNTSVILLE, LLC
71. TOPGOLF USA JACKSONVILLE, LLC
72. TOPGOLF USA KY1, LLC
73. TOPGOLF USA LAS VEGAS HOLDINGS, LLC
74. TOPGOLF USA LAS VEGAS, LLC
75. TOPGOLF USA LM, LLC
76. TOPGOLF USA MAY, LLC
77. TOPGOLF USA MIAMI GARDENS, LLC
78. TOPGOLF USA MIDVALE, LLC
79. TOPGOLF USA MT. LAUREL, LLC
80. TOPGOLF USA MYRTLE BEACH, LLC
81. TOPGOLF USA NAPERVILLE, LLC
82. TOPGOLF USA NASHVILLE, LLC
83. TOPGOLF USA NATIONAL HARBOR, LLC
84. TOPGOLF USA NEP, LLC
85. TOPGOLF USA NEW ORLEANS, LLC
86. TOPGOLF USA NORTH CHARLOTTE, LLC
87. TOPGOLF USA OKC, LLC
88. TOPGOLF USA OMAHA, LLC
89. TOPGOLF USA ORLANDO, LLC
90. TOPGOLF USA OVERLAND PARK, LLC

91. TOPGOLF USA PARK LANE RANCH HOLDINGS, LLC
92. TOPGOLF USA PARK LANE RANCH II, LLC
93. TOPGOLF USA PARK LANE RANCH, LLC
94. TOPGOLF USA PETE, LLC
95. TOPGOLF USA PHARR HOLDINGS, LLC
96. TOPGOLF USA PHARR II, LLC
97. TOPGOLF USA PHARR, LLC
98. TOPGOLF USA PIN HIGH, LLC
99. TOPGOLF USA PITTSBURGH, LLC
100. TOPGOLF USA PPB, LLC
101. TOPGOLF USA RD, LLC
102. TOPGOLF USA RE, LLC
103. TOPGOLF USA RG, LLC
104. TOPGOLF USA RICHMOND, LLC
105. TOPGOLF USA RIVERWALK, LLC
106. TOPGOLF USA ROSEVILLE, LLC
107. TOPGOLF USA SAN ANTONIO HOLDINGS, LLC
108. TOPGOLF USA SAN ANTONIO II, LLC
109. TOPGOLF USA SAN ANTONIO, LLC
110. TOPGOLF USA SBD, LLC
111. TOPGOLF USA SCHAUMBURG, LLC
112. TOPGOLF USA SDP, LLC
113. TOPGOLF USA SPRING HOLDINGS, LLC
114. TOPGOLF USA SPRING II, LLC
115. TOPGOLF USA SPRING, LLC
116. TOPGOLF USA STL, LLC
117. TOPGOLF USA THORNTON, LLC
118. TOPGOLF USA TUCSON, LLC
119. TOPGOLF USA VIRGINIA BEACH, LLC
120. TOPGOLF USA VY, LLC
121. TOPGOLF USA WC HOLDINGS, LLC
122. TOPGOLF USA WC II, LLC
123. TOPGOLF USA WC, LLC
124. TOPGOLF USA WEBSTER HOLDINGS, LLC
125. TOPGOLF USA WEBSTER II, LLC
126. TOPGOLF USA WEBSTER, LLC
127. TOPGOLF USA WEST CHESTER, LLC
128. TOPGOLF USA MB, LLC
129. TOPGOLF USA CS, LLC
130. TOPGOLF USA KP, LLC
131. TOPGOLF USA WCH, LLC
132. TOPGOLF USA SAC, LLC
133. TOPGOLF USA DUBLIN, LLC
134. TOPGOLF USA TP, LLC
135. TOPGOLF USA TUSTIN, LLC
136. TOPGOLF USA SDS, LLC
137. TOPGOLF USA MP, LLC
138. TOPGOLF USA GB, LLC
139. TOPGOLF USA PS, LLC

140. TOPGOLF USA MA, LLC
141. TOPGOLF USA LR, LLC
142. TOPGOLF USA LF, LLC
143. TOPGOLF USA GP, LLC
144. TOPGOLF USA JM, LLC
145. RSVP HOLDINGS I, LLC
146. TOPGOLF USA AKRON, LLC
147. TOPGOLF USA AP, LLC
148. TOPGOLF USA AV, LLC
149. TOPGOLF USA BRYAN, LLC
150. TOPGOLF USA CD, LLC
151. TOPGOLF USA DM, LLC
152. TOPGOLF USA EWA, LLC
153. TOPGOLF USA MMT, LLC
154. TOPGOLF USA NBR, LLC
155. TOPGOLF USA PCB, LLC
156. TOPGOLF USA RCH, LLC
157. TOPGOLF USA WB, LLC
158. BAYDRIVE GROUP LIMITED
159. GOLF ENTERTAINMENT INTERNATIONAL LIMITED
160. TOP GOLF USA INC.
161. TOPGOLF CARES, INC. (501 C 3)
162. TOPGOLF ELP HOLDINGS, LLC
163. TOPGOLF GROUP LIMITED
164. TOPGOLF INTERNATIONAL INC.
165. TOPGOLF JAPAN G. K.
166. TOPGOLF LIMITED
167. TOPGOLF PRO, LLC
168. TOPGOLF SWEDEN AB
169. TOPGOLF UK HOLDINGS LIMITED PARTNERSHIP
170. TOPGOLF USA BRK, LLC
171. TOPGOLF USA FRS, LLC
172. TOPGOLF USA MEL, LLC
173. TOPGOLF USA MW, LLC
174. TOPGOLF USA VC, LLC
175. WGDR INVESTMENTS AND TRADING LIMITED

ANNEX C

Schedule 6.09

Existing Transaction with Affiliates

The Topgolf Purchase Agreement and each Transaction Agreement (as defined in the Topgolf Purchase Agreement) and the transactions and other agreements entered into in connection therewith.

**FOURTH AMENDMENT TO FIFTH AMENDED AND RESTATED
LOAN AND SECURITY AGREEMENT**

This **FOURTH AMENDMENT TO FIFTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this “Amendment”), dated as of November 21, 2025, is entered into by and among the Lenders (as defined below) signatory hereto, **BANK OF AMERICA, N.A.**, as administrative agent and as security trustee for the Lenders (in such capacity, “Agent”), **TOPGOLF CALLAWAY BRANDS CORP.**, a Delaware corporation (“Parent”), **CALLAWAY GOLF SALES COMPANY**, a California corporation (“Callaway Sales”), **CALLAWAY GOLF BALL OPERATIONS, INC.**, a Delaware corporation (“Callaway Operations”), **OGIO INTERNATIONAL, INC.**, a Utah corporation, (“Ogio”), **TRAVIS MATHEW, LLC**, a California limited liability company (“travisMathew”), **TOP GOLF USA INC.**, a Delaware corporation (“Topgolf USA” and together with Parent, Callaway Sales, Callaway Operations, Ogio and travisMathew, collectively, “U.S. Borrowers”), **CALLAWAY GOLF CANADA LTD.**, a Canada corporation (“Canadian Borrower”), **CALLAWAY GOLF EUROPE LTD.**, a company incorporated under the laws of England and Wales (registered number 02756321) (“Callaway Golf Europe”), **TOPGOLF LIMITED**, a company incorporated under the laws of England and Wales (registered number 03724493) (“TopGolf Limited”, and together with Callaway Golf Europe and any other Person that becomes a “U.K. Borrower” after the date hereof in accordance with the terms of the Loan Agreement (as defined below), the “U.K. Borrowers”), **CALLAWAY GOLF EU B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its statutory seat in Amsterdam, the Netherlands and its registered office at Herikerbergweg 88, 1101 CM Amsterdam, the Netherlands, registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 86392468 (the “Dutch Borrower”, and together with the U.K. Borrowers, collectively, the “U.K./Dutch Borrowers” and together with the U.S. Borrowers, and the Canadian Borrower, each individually a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), and the other Obligors party hereto.

RECITALS

A. Borrowers, the other Obligors party thereto, Agent, and the financial institutions signatory thereto from time to time (each a “Lender” and collectively the “Lenders”) have previously entered into that certain Fifth Amended and Restated Loan and Security Agreement, dated as of March 16, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Loan Agreement” and, the Existing Loan Agreement, as amended by this Amendment, the “Loan Agreement”), pursuant to which the Lenders have made certain loans and financial accommodations available to Borrowers. Terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. The Obligors have informed the Agent and the Lenders that Parent intends to sell 60% of the Capital Stock of Topco (as defined in the TG Sale Agreement), which upon consummation of the Reorganization (as defined in the TG Sale Agreement) will be a direct or indirect parent of Topgolf International, Inc., a Delaware corporation, pursuant to that certain Equity Purchase Agreement, to be dated on or about the date hereof (together with all schedules, exhibits, and annexes thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “TG Sale Agreement”), by and among LGP TG Aggregator LLC, a Delaware limited liability company, as the buyer (the “Purchaser”), and Parent and Callaway TG Holdco Inc., a Delaware corporation (“TG Holdco”), as the sellers (the “TG Sale”).

C. In connection with the TG Sale, the Obligors have requested that the Agent and the Lenders agree to (i) release each of Topgolf USA, TopGolf Limited and each other Person set forth on Schedule I hereto (Topgolf USA, TopGolf Limited and such other Persons, collectively, the “TG Released Obligors”) from all of its rights and obligations (including as a “Borrower”, “Guarantor” and “Obligor”, as applicable) under the Loan Agreement and the other Loan Documents (including its Loan Guaranty), and (ii) release all Liens of the Agent on (x) the Collateral of each TG Released Obligor and (y) the Capital Stock of each TG Released Obligor (the releases under the foregoing clauses (i) and (ii) are referred to herein, collectively, as the “TopGolf Release”), in each case, upon the consummation of the TG Sale.

D. The Agent and the Lenders party hereto (constituting all of the Lenders under the Existing Loan Agreement immediately prior to giving effect to this Amendment on the Fourth Amendment Signing Date (as defined below)) are willing to agree to the TopGolf Release and to amend certain other provisions of the Existing Loan Agreement, in each case subject to the terms and conditions set forth herein.

E. The Obligors are entering into this Amendment with the understanding and agreement that, except as specifically provided herein, none of Agent’s or any Lender’s rights or remedies as set forth in the Existing Loan Agreement or any of the other Loan Documents are being waived or modified by the terms of this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendments to Existing Loan Agreement. Effective as of the Fourth Amendment Signing Date, the Existing Loan Agreement is hereby amended as follows:

(a) The following definitions are hereby added to Section 1.1 of the Existing Loan Agreement in their respective alphabetical order:

“Fourth Amendment: that certain Fourth Amendment to Fifth Amended and Restated Loan and Security Agreement, dated as of the Fourth Amendment Signing Date, by and among the Borrowers and other Obligors party thereto, Agent and the Lenders party thereto.”

“Fourth Amendment Signing Date: shall have the meaning set forth in the Fourth Amendment.”

“Fourth Amendment Transactions: (a) the TG Sale Reorganization, (b) the TG Sale, (c) the TopGolf Release (as defined in the Fourth Amendment), (d) the designation of TG Holdco (as defined in the Fourth Amendment) and certain of its Subsidiaries as an Unrestricted Subsidiary and (e) the incurrence of Indebtedness and granting of Liens by TG Holdco and/or any of its Subsidiaries substantially concurrently with the consummation of the TG Sale in order to effectuate the TG Sale and the transactions contemplated by the TG Sale Agreement; *provided*, that such Indebtedness shall not be recourse to, and such Liens shall not relate to the assets of, any Restricted Subsidiaries other than TG Released Obligors.”

“TG Released Obligor: (a) TopGolf USA, (b) TopGolf Limited, (c) Topgolf International, Inc., a Delaware corporation, and each Subsidiary thereof, and (d) Callaway TG Holdco Inc., a Delaware corporation and each Subsidiary thereof.”

“TG Sale: the Disposition by Parent, directly or indirectly, of 60% of the Capital Stock of Topco (as defined in the TG Sale Agreement), which upon consummation of the Reorganization (as defined in the TG Sale Agreement) will be a direct or indirect parent of Topgolf International, Inc., a Delaware corporation, pursuant to and in accordance with the TG Sale Agreement in all material respects.”

“TG Sale Agreement: the Equity Purchase Agreement, dated on or about the Fourth Amendment Signing Date (together with all schedules, exhibits, and annexes thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among LGP TG Aggregator LLC, a Delaware limited liability company, as the buyer, and Parent and Callaway TG Holdco Inc., a Delaware corporation, as the sellers.”

“TG Sale Reorganization: the “Reorganization” as defined in the TG Sale Agreement.”

(b) Section 12.2.1(b) of the Existing Loan Agreement is hereby amended by deleting the text “ release any Obligor (other than a Borrower, but including JW Germany upon the consummation of the JW Sale; provided that (x) any outstanding German Revolver Loans and any amounts owing by JW Germany for any drawings under German Letters of Credit shall have been repaid, together with all accrued but unpaid interest thereon, and (y) any issued but undrawn German Letters of Credit shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable German Issuing Bank))” and replacing it with the text “ release any Obligor (other than a Borrower, but (i) including JW Germany upon the consummation of the JW Sale; provided that (x) any outstanding German Revolver Loans and any amounts owing by JW Germany for any drawings under German Letters of Credit shall have been repaid, together with all accrued but unpaid interest thereon, and (y) any issued but undrawn German Letters of Credit shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable German Issuing Bank), and (ii) including each TG Released Obligor upon the consummation of the TG Sale; provided that any Letters of Credit issued for the account of any TG Released Obligor but undrawn shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable Issuing Bank))”.

(c) Section 14.26 of the Existing Loan Agreement is hereby amended by deleting the text “ any Obligor (other than a Borrower, but including JW Germany upon the consummation of the JW Sale; provided that (x) any outstanding German Revolver Loans and any amounts owing by JW Germany for any drawings under German Letters of Credit shall have been repaid, together with all accrued but unpaid interest thereon, and (y) any issued but undrawn German Letters of Credit shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable German Issuing Bank))” in clause (a) thereof, and replacing it with the text “any Obligor (other than a Borrower, but (i) including JW Germany upon the consummation of the JW Sale; provided that (x) any outstanding German Revolver Loans and any amounts owing by JW Germany for any drawings under German Letters of Credit shall have been repaid, together with all accrued but unpaid interest thereon, and (y) any issued but undrawn German Letters of Credit shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable German Issuing Bank), and (ii) including each TG Released Obligor upon the consummation of the TG Sale; provided that any Letters of Credit issued for the account of any TG Released Obligor but undrawn shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable Issuing Bank))”.

2. Consent to Fourth Amendment Transactions. Effective as of the Fourth Amendment Signing Date, for purposes of the Loan Agreement (including Sections 12.2.1, 14.1.1, and 14.26 thereof) and the other Loan Documents, and notwithstanding anything to the contrary set forth in any Loan Document, the Lenders party hereto (constituting all of the Lenders under the Loan Agreement as of the Fourth Amendment Signing Date) hereby consent to the Fourth Amendment Transactions (including, without limitation, the TopGolf Release) and agree that the designation of TG Holdco and certain of its Subsidiaries as an Unrestricted Subsidiary shall not be deemed to utilize any investment capacity under Section 10.2.6 (including Section 10.2.6(u)), and hereby authorize and direct Agent to, and Agent shall (a) release each of the TG Released Obligors from its rights and obligations (including as a “Borrower”,

“Guarantor” and “Obligor”, as applicable) under the Loan Agreement and the other Loan Documents (including its Loan Guaranty), and (b) release all Liens of the Agent on (x) the Collateral of each TG Released Obligor and (y) the Capital Stock of each TG Released Obligor, in each case, upon the consummation of the TG Sale, so long as Borrower Agent certifies in writing to Agent that the TG Sale has, or substantially concurrently therewith will be, consummated in accordance with the TG Sale Agreement in all material respects. Without limiting the foregoing, the Agent and the Lenders party hereto hereby agree that the consummation of the Fourth Amendment Transactions shall not, directly or indirectly, result in the occurrence of any Default or Event of Default under the Loan Agreement or any other Loan Documents.

3. Conditions to Fourth Amendment Signing Date. This Amendment (other than those provisions that become effective upon the occurrence of the Fourth Amendment Effective Date (as defined below)) shall become effective on the first date that each of the following conditions shall have been satisfied (such date, the “Fourth Amendment Signing Date”):

(a) Agent shall have received this Amendment, duly executed and delivered by Agent, each Obligor and each Lender;

(b) Agent shall have received a certificate from a Responsible Officer of the Parent, dated as of the Fourth Amendment Signing Date, (A) certifying to and attaching true, correct, and complete fully executed copies of the TG Sale Agreement, and (B) certifying that (1) the representations and warranties set forth herein are true and correct in all material respects on and as of the Fourth Amendment Signing Date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects) and (2) no event has occurred and is continuing on the Fourth Amendment Signing Date that constitutes an Event of Default;

(c) the representations and warranties set forth herein are true and correct in all material respects on and as of the Fourth Amendment Signing Date (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects); and

(d) no event has occurred and is continuing on the Fourth Amendment Signing Date that constitutes an Event of Default.

4. Amendments to Loan Agreement. Effective as of the Fourth Amendment Effective Date, the Loan Agreement shall be amended as follows:

(a) the Loan Agreement (but not including any Exhibits or Schedules thereto) will be amended as set forth in Annex A attached hereto such that all of the newly inserted bold, double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double-underlined text) and any formatting changes attached hereto shall be deemed to be inserted in the text of the Loan Agreement and all of the deleted stricken text (indicated textually in the same manner as the following examples: ~~stricken-text~~ and ~~stricken-text~~) shall be deemed to be deleted from the text of the Loan Agreement. An unmarked copy of the Loan Agreement (but not including any Exhibits or Schedules thereto), as amended by this Amendment, is attached hereto as Annex B.

(b) Schedule 10.1.10 (Unrestricted Subsidiaries) to the Loan Agreement will be amended and restated in its entirety with Schedule 10.1.10 attached hereto as Annex C.

(c) A new Schedule 10.2.9 (Transactions with Affiliates) to the Loan Agreement will be added to the Loan Agreement in the form attached hereto as Annex D.

5. Conditions to Fourth Amendment Effective Date. The amendments to the Loan Agreement set forth in Section 4 hereof shall become effective on the first date that each of the following conditions shall have been satisfied (such date, the “Fourth Amendment Effective Date”):

(a) by no later than March 24, 2026 (or such later date as agreed by Agent in its sole discretion), the TG Sale shall have been consummated (or shall be consummated substantially concurrently with the occurrence of the Fourth Amendment Effective Date) in accordance with the TG Sale Agreement in all material respects; and

(b) Borrower Agent shall have delivered a certificate to Agent, certifying that the condition set forth in Section 5(a) above has been satisfied (or shall be satisfied substantially concurrently with the occurrence of the Fourth Amendment Effective Date).

6. Agreement Regarding Reorganization. On or prior to the Fourth Amendment Effective Date, Parent will deliver to Agent the fully executed documentation evidencing that the TG Sale Reorganization has been (or substantially concurrently with the occurrence of the Fourth Amendment Effective Date will be) consummated.

7. Representations and Warranties. Each Obligor represents and warrants as follows, as of the Fourth Amendment Signing Date:

(a) Authority. Each Obligor has the requisite corporate or other organizational power and authority to execute and deliver this Amendment, and to perform its obligations hereunder and under the Loan Documents (as amended or modified hereby) to which it is a party. The execution, delivery and performance by each Obligor of this Amendment have been duly approved by all necessary corporate or other organizational action of such Obligor.

(b) Due Execution; Enforceability. This Amendment has been duly executed and delivered by each Obligor that is a party hereto. This Amendment and each Loan Document to which any Obligor is a party (as amended or modified hereby) is a legal, valid and binding obligation of such Obligor, enforceable against such Obligor in accordance with its terms, subject to the Legal Reservations.

(c) Representations and Warranties. The representations and warranties contained in the Loan Agreement (as amended hereby) and each other Loan Document to which any Obligor is a party are correct in all material respects on and as of the date hereof as though made on and as of the date hereof (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects).

(d) Governmental Authorization. The execution and delivery of this Amendment by each Obligor party hereto and the performance by such Obligor hereof do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect and (ii) such consents, approvals, registrations, filings, or other actions the failure to obtain or make which could not be reasonably expected to have a Material Adverse Effect.

(e) No Default. No event has occurred and is continuing that constitutes an Event of Default.

8. Choice of Law. The validity of this Amendment, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the internal law of the State of New York, without giving effect to any conflict of law principles (but giving effect to Section 5-1401 of the New York General Obligation Law and Federal laws relating to national banks). The consent to forum and judicial reference provisions set forth in Section 14.15 of the Existing Loan Agreement are hereby incorporated in this Amendment by reference.

9. Counterparts. This Amendment may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Amendment may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Amendment. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Agent and Secured Parties of a manually signed paper Amendment which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The words “execution,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Laws, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time; provided that nothing herein shall require the Agent to accept electronic signatures in any form or format without its prior written consent.

10. Reference to and Effect on the Loan Documents.

(a) Upon the occurrence of the Fourth Amendment Signing Date and the Fourth Amendment Effective Date, as applicable, each reference in the Loan Agreement or any other Loan Document to this “Agreement”, “hereunder”, “herein”, “hereof”, “thereunder”, “therein”, “thereof”, or words of like import referring to the Existing Loan Agreement or any other Loan Document shall mean and refer to such agreement as amended, modified or supplemented by this Amendment.

(b) Except as specifically amended above, the Existing Loan Agreement and all other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed and shall constitute the legal, valid, binding and enforceable obligations of Obligor to Agent and the Lenders in accordance with their terms.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Agent or any Lender under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

(d) To the extent that any terms and conditions in any of the Loan Documents shall contradict or be in conflict with any terms or conditions of the Existing Loan Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified or amended accordingly to reflect the terms and conditions of the Existing Loan Agreement as modified or amended hereby.

11. Ratification. Each Obligor hereby restates, ratifies and reaffirms each and every term and condition set forth in the Existing Loan Agreement, as amended hereby, and the Loan Documents effective as of the date hereof. Subject to and without limiting the foregoing, all security interests, pledges, assignments and other Liens and Guarantees previously granted by any Obligor pursuant to the Loan Documents are hereby reaffirmed, ratified, renewed and continued, and all such security interests, pledges, assignments and other Liens and Guarantees shall remain in full force and effect as security for the Obligations on and after the date hereof.

12. Estoppel. To induce Lenders to enter into this Amendment and to continue to make advances to Borrowers under the Loan Agreement, each Obligor hereby acknowledges and agrees that, as of the date hereof, there exists no right of offset, defense, counterclaim or objection in favor of any Obligor as against Agent or any Lender with respect to the Obligations.

13. Effectiveness; Binding Effect. For the avoidance of doubt, upon the effectiveness of this Amendment in accordance with its terms, this Amendment shall be irrevocable and shall be binding upon each Lender and its respective successors and assigns.

14. Integration. This Amendment, together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

15. Severability. Wherever possible, each provision of this Amendment shall be interpreted in such manner as to be valid under Requirements of Law. If any provision is found to be invalid under Requirements of Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of this Amendment shall remain in full force and effect.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

OBLIGORS:

TOPGOLF CALLAWAY BRANDS CORP.,

a Delaware corporation

By: /s/ Brian P. Lynch

Name: Brian P. Lynch

Title: Executive Vice President and Chief Financial Officer

CALLAWAY GOLF SALES COMPANY,

a California corporation

By: /s/ Glenn Hickey

Name: Glenn Hickey

Title: President

CALLAWAY GOLF BALL OPERATIONS, INC.,

a Delaware corporation

By: /s/ Mark F. Leposky

Name: Mark F. Leposky

Title: President

OGIO INTERNATIONAL, INC.,

a Utah corporation

By: /s/ Patrick S. Burke

Name: Patrick S. Burke

Title: Vice President and Treasurer

*[Signature Page to Fourth Amendment to
Fifth Amended and Restated Loan and Security Agreement]*

TRAVISMATHEW, LLC,
a California limited liability company

By: /s/ Brian P. Lynch
Name: Brian P. Lynch
Title: Vice President

JACK WOLFSKIN NORTH AMERICA, INC.,
a Delaware corporation

By: /s/ Brian P. Lynch
Name: Brian P. Lynch
Title: Vice President

CALLAWAY GOLF INTERACTIVE, INC.
a Texas corporation

By: /s/ Glenn Hickey
Name: Glenn Hickey
Title: President

CALLAWAY GOLF INTERNATIONAL SALES COMPANY,
a California corporation

By: /s/ Patrick S. Burke
Name: Patrick S. Burke
Title: President

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Fifth Amended and Restated Loan and Security Agreement]*

CALLAWAY GOLF CANADA LTD.,
a Canada corporation

By: /s/ Patrick S. Burke
Name: Patrick S. Burke
Title: Director

CALLAWAY GOLF EUROPE LTD.,
a company limited by shares incorporated under the laws of England and Wales

By: /s/ Patrick S. Burke
Name: Patrick S. Burke
Title: Director

CALLAWAY GOLF EUROPEAN HOLDING COMPANY LIMITED,
a company limited by shares incorporated under the laws of England and Wales

By: /s/ Benjamin John Sharpe
Name: Benjamin John Sharpe
Title: Director

CALLAWAY GOLF EU B.V.,
a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of The Netherlands

By: /s/ Benjamin John Sharpe
Name: Benjamin John Sharpe
Title: Director

TOPGOLF LIMITED,
a company limited by shares incorporated under the laws of England and
Wales

By: /s/ Susana Arevalo
Name: Susana Arevalo
Title: Director

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Fifth Amended and Restated Loan and Security Agreement]*

**TOPGOLF INTERNATIONAL, INC.
TOP GOLF USA INC.**

By: /s/ Susana
Arevalo

Name: Susana Arevalo

Title: President

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Fifth Amended and Restated Loan and Security Agreement]*

TG FLEX HOLDINGS, LLC
TG HOLDINGS I, LLC
TG LOUNGE HOLDINGS, LLC
TG LOUNGE MANAGEMENT, LLC
TG USA KIRKLAND, LLC
TOPGOLF MEDIA, LLC
TOPGOLF PAYROLL SERVICES, LLC
TOPGOLF USA AG, LLC
TOPGOLF USA ALBUQUERQUE, LLC
TOPGOLF USA ALLEN HOLDINGS, LLC
TOPGOLF USA ALLEN II, LLC
TOPGOLF USA ALLEN, LLC
TOPGOLF USA ALPHARETTA HOLDINGS, LLC
TOPGOLF USA ALPHARETTA II, LLC
TOPGOLF USA ALPHARETTA, LLC
TOPGOLF USA SAC, LLC
TOPGOLF USA ATLANTA HOLDINGS, LLC
TOPGOLF USA ATLANTA II, LLC
TOPGOLF USA ATLANTA, LLC
TOPGOLF USA AUBURN HILLS, LLC
TOPGOLF USA AUSTIN HOLDINGS, LLC
TOPGOLF USA AUSTIN II, LLC
TOPGOLF USA AUSTIN, LLC
TOPGOLF USA BALTIMORE, LLC
TOPGOLF USA BATON ROUGE, LLC
TOPGOLF USA BF, LLC
TOPGOLF USA BIRMINGHAM, LLC
TOPGOLF USA BO, LLC
TOPGOLF USA BRANDON, LLC
TOPGOLF USA BROOKLYN CENTER, LLC
TOPGOLF USA BURLINGAME, LLC
TOPGOLF USA DUBLIN, LLC
TOPGOLF USA CANTON, LLC
TOPGOLF USA CENTENNIAL, LLC
TOPGOLF USA CERT, LLC
TOPGOLF USA CHARLESTON, LLC
TOPGOLF USA CHARLOTTE, LLC
TOPGOLF USA CHESTERFIELD, LLC
TOPGOLF USA CL, LLC

By: /s/ Susana Arevalo

Name: Susana Arevalo

Title: Chief Financial Officer

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Fifth Amended and Restated Loan and Security Agreement]*

TOPGOLF USA COL, LLC
TOPGOLF USA COLONY HOLDINGS, LLC
TOPGOLF USA COLONY II, LLC
TOPGOLF USA COLONY, LLC
TOPGOLF USA COLUMBUS, LLC
TOPGOLF USA CP, LLC
TOPGOLF USA DORAL, LLC
TOPGOLF USA DULLES, LLC
TOPGOLF USA EDISON, LLC
TOPGOLF USA EL PASO HOLDINGS, LLC
TOPGOLF USA EL PASO II, LLC
TOPGOLF USA EL PASO, LLC
TOPGOLF USA EL SEGUNDO, LLC
TOPGOLF USA FISHERS, LLC
TOPGOLF USA FKX, LLC
TOPGOLF USA FT. MYERS, LLC
TOPGOLF USA FT. WORTH HOLDINGS, LLC
TOPGOLF USA FT. WORTH II, LLC
TOPGOLF USA FT. WORTH, LLC
TOPGOLF USA GERMANTOWN, LLC
TOPGOLF USA GILBERT, LLC
TOPGOLF USA GLENDALE, LLC
TOPGOLF USA GRANITE PARK HOLDINGS,
LLC
TOPGOLF USA GRANITE PARK II, LLC
TOPGOLF USA GRANITE PARK, LLC
TOPGOLF USA GREENVILLE, LLC
TOPGOLF USA HILLSBORO, LLC
TOPGOLF USA HOLTSVILLE, LLC
TOPGOLF USA HUNTSVILLE, LLC
TOPGOLF USA JACKSONVILLE, LLC
TOPGOLF USA KY1, LLC
TOPGOLF USA LAS VEGAS HOLDINGS, LLC
TOPGOLF USA LAS VEGAS, LLC
TOPGOLF USA LM, LLC
TOPGOLF USA TP, LLC
TOPGOLF USA MAY, LLC

By: /s/ Susana Arevalo
Name: Susana Arevalo
Title: Chief Financial Officer

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Fifth Amended and Restated Loan and Security Agreement]*

TOPGOLF USA MIAMI GARDENS, LLC
TOPGOLF USA MIDVALE, LLC
TOPGOLF USA MT. LAUREL, LLC
TOPGOLF USA MYRTLE BEACH, LLC
TOPGOLF USA NAPERVILLE, LLC
TOPGOLF USA NASHVILLE, LLC
TOPGOLF USA NATIONAL HARBOR, LLC
TOPGOLF USA NEP, LLC
TOPGOLF USA NEW ORLEANS, LLC
TOPGOLF USA NORTH CHARLOTTE, LLC
TOPGOLF USA TUSTIN, LLC
TOPGOLF USA OKC, LLC
TOPGOLF USA OMAHA, LLC
TOPGOLF USA ORLANDO, LLC
TOPGOLF USA OVERLAND PARK, LLC
TOPGOLF USA PARK LANE RANCH
HOLDINGS, LLC
TOPGOLF USA PARK LANE RANCH II, LLC
TOPGOLF USA PARK LANE RANCH, LLC
TOPGOLF USA PETE, LLC
TOPGOLF USA PHARR HOLDINGS, LLC
TOPGOLF USA PHARR II, LLC
TOPGOLF USA PHARR, LLC
TOPGOLF USA PIN HIGH, LLC
TOPGOLF USA PITTSBURGH, LLC
TOPGOLF USA PPB, LLC
TOPGOLF USA RD, LLC
TOPGOLF USA RE, LLC
TOPGOLF USA RG, LLC
TOPGOLF USA RICHMOND, LLC
TOPGOLF USA RIVERWALK, LLC
TOPGOLF USA ROSEVILLE, LLC
TOPGOLF USA SAN ANTONIO HOLDINGS, LLC
TOPGOLF USA SAN ANTONIO II, LLC
TOPGOLF USA SAN ANTONIO, LLC
TOPGOLF USA SBD, LLC
TOPGOLF USA SCHAUMBURG, LLC
TOPGOLF USA SDP, LLC
TOPGOLF USA SDS, LLC

By: /s/ Susana Arevalo

Name: Susana Arevalo

Title: Chief Financial Officer

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Fifth Amended and Restated Loan and Security Agreement]*

TOPGOLF USA SPRING HOLDINGS, LLC
TOPGOLF USA SPRING II, LLC
TOPGOLF USA SPRING, LLC
TOPGOLF USA STL, LLC
TOPGOLF USA THORNTON, LLC
TOPGOLF USA TUCSON, LLC
TOPGOLF USA VIRGINIA BEACH, LLC
TOPGOLF USA VY, LLC
TOPGOLF USA WC HOLDINGS, LLC
TOPGOLF USA WC II, LLC
TOPGOLF USA WC, LLC
TOPGOLF USA WEBSTER HOLDINGS, LLC
TOPGOLF USA WEBSTER II, LLC
TOPGOLF USA WEBSTER, LLC
TOPGOLF USA WEST CHESTER, LLC
TOPGOLF USA MB, LLC
TOPGOLF USA CS, LLC
TOPGOLF USA KP, LLC
TOPGOLF USA WCH, LLC
TOPGOLF USA MP, LLC
TOPGOLF USA GB, LLC
TOPGOLF USA PS, LLC
TOPGOLF USA MA, LLC
TOPGOLF USA LR, LLC
TOPGOLF USA LF, LLC
TOPGOLF USA GP, LLC
TOPGOLF USA JM, LLC

By: /s/ Susana Arevalo
Name: Susana Arevalo
Title: Chief Financial Officer

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Fifth Amended and Restated Loan and Security Agreement]*

**RSVP HOLDINGS I, LLC
TOPGOLF USA AKRON, LLC
TOPGOLF USA AP, LLC
TOPGOLF USA AV, LLC
TOPGOLF USA BRYAN, LLC
TOPGOLF USA CD, LLC
TOPGOLF USA DM, LLC
TOPGOLF USA EWA, LLC
TOPGOLF USA MMT, LLC
TOPGOLF USA NBR, LLC
TOPGOLF USA PCB, LLC
TOPGOLF USA RCH, LLC
TOPGOLF USA WB, LLC**

By: /s/ Susana Arevalo

Name: Susana Arevalo

Title: Chief Financial Officer

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Fifth Amended and Restated Loan and Security Agreement]*

AGENT AND LENDERS

BANK OF AMERICA, N.A., as Agent and as a U.S. Lender

By: /s/ Jennifer Tang

Name: Jennifer Tang

Title: Senior Vice President

BANK OF AMERICA, N.A.

(acting through its London branch), as a U.K./Dutch Lender

By: /s/ Jennifer Tang

Name: Jennifer Tang

Title: Senior Vice President

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Fifth Amended and Restated Loan and Security Agreement]*

BANK OF AMERICA, N.A.
(acting through its Canada branch), as a
Canadian Lender

By: /s/ Sylwia
Durkiewicz
Name: Sylwia Durkiewicz
Title: Vice President

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JPMORGAN CHASE BANK, N.A.,
as a U.S. Lender

By: /s/ Sean Bodkin
Name: Sean Bodkin

Title: Executive Director

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Fifth Amended and Restated Loan and Security Agreement]*

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH,
as a Canadian Lender

By: /s/ Bruce Watson _____
Name: Bruce Watson

Title: Authorized Officer

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Fifth Amended and Restated Loan and Security Agreement]*

JPMORGAN CHASE BANK, N.A., LONDON BRANCH,
as a U.K./Dutch Lender

By: /s/ Y. Sonia Anandraj _____
Name: Y. Sonia Anandraj

Title: Authorized Signer

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Fifth Amended and Restated Loan and Security Agreement]*

MUFG BANK, LTD.,
as a U.S. Lender, a Canadian Lender, a
U.K./Dutch Lender

By: /s/ Paul
Angland
Name: Paul Angland
Title: Director

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Fifth Amended and Restated Loan and Security Agreement]*

TRUIST BANK,
as a U.S. Lender, a Canadian Lender, a U.K./Dutch Lender

By: /s/ Brian Scawinski _____
Name: Brian Scawinski
Title: Director

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Fifth Amended and Restated Loan and Security Agreement]*

Schedule I

TG Released Obligors

1. CALLAWAY TG HOLDCO INC.
2. A newly-formed Delaware limited liability company, to be a wholly-owned, direct subsidiary of Callaway TG Holdco Inc., identified as Topco in the TG Sale Agreement
3. A newly-formed Delaware limited liability company, to be a wholly-owned, direct subsidiary of Topco (as defined in the TG Sale Agreement, identified as Midco in the TG Sale Agreement
4. TOPGOLF INTERNATIONAL, INC.
5. TG FLEX HOLDINGS, LLC
6. TG HOLDINGS I, LLC
7. TG LOUNGE HOLDINGS, LLC
8. TG LOUNGE MANAGEMENT, LLC
9. TG USA KIRKLAND, LLC
10. TOPGOLF MEDIA, LLC
11. TOPGOLF PAYROLL SERVICES, LLC
12. TOPGOLF USA AG, LLC
13. TOPGOLF USA ALBUQUERQUE, LLC
14. TOPGOLF USA ALLEN HOLDINGS, LLC
15. TOPGOLF USA ALLEN II, LLC
16. TOPGOLF USA ALLEN, LLC
17. TOPGOLF USA ALPHARETTA HOLDINGS, LLC
18. TOPGOLF USA ALPHARETTA II, LLC
19. TOPGOLF USA ALPHARETTA, LLC
20. TOPGOLF USA ATLANTA HOLDINGS, LLC
21. TOPGOLF USA ATLANTA II, LLC
22. TOPGOLF USA ATLANTA, LLC
23. TOPGOLF USA AUBURN HILLS, LLC
24. TOPGOLF USA AUSTIN HOLDINGS, LLC
25. TOPGOLF USA AUSTIN II, LLC
26. TOPGOLF USA AUSTIN, LLC
27. TOPGOLF USA BALTIMORE, LLC
28. TOPGOLF USA BATON ROUGE, LLC
29. TOPGOLF USA BF, LLC
30. TOPGOLF USA BIRMINGHAM, LLC
31. TOPGOLF USA BO, LLC
32. TOPGOLF USA BRANDON, LLC
33. TOPGOLF USA BROOKLYN CENTER, LLC
34. TOPGOLF USA BURLINGAME, LLC
35. TOPGOLF USA CANTON, LLC
36. TOPGOLF USA CENTENNIAL, LLC
37. TOPGOLF USA CERT, LLC
38. TOPGOLF USA CHARLESTON, LLC
39. TOPGOLF USA CHARLOTTE, LLC
40. TOPGOLF USA CHESTERFIELD, LLC
41. TOPGOLF USA CL, LLC
42. TOPGOLF USA COL, LLC

43. TOPGOLF USA COLONY HOLDINGS, LLC
44. TOPGOLF USA COLONY II, LLC
45. TOPGOLF USA COLONY, LLC
46. TOPGOLF USA COLUMBUS, LLC
47. TOPGOLF USA CP, LLC
48. TOPGOLF USA DORAL, LLC
49. TOPGOLF USA DULLES, LLC
50. TOPGOLF USA EDISON, LLC
51. TOPGOLF USA EL PASO HOLDINGS, LLC
52. TOPGOLF USA EL PASO II, LLC
53. TOPGOLF USA EL PASO, LLC
54. TOPGOLF USA EL SEGUNDO, LLC
55. TOPGOLF USA FISHERS, LLC
56. TOPGOLF USA FKX, LLC
57. TOPGOLF USA FT. MYERS, LLC
58. TOPGOLF USA FT. WORTH HOLDINGS, LLC
59. TOPGOLF USA FT. WORTH II, LLC
60. TOPGOLF USA FT. WORTH, LLC
61. TOPGOLF USA GERMANTOWN, LLC
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63. TOPGOLF USA GLENDALE, LLC
64. TOPGOLF USA GRANITE PARK HOLDINGS, LLC
65. TOPGOLF USA GRANITE PARK II, LLC
66. TOPGOLF USA GRANITE PARK, LLC
67. TOPGOLF USA GREENVILLE, LLC
68. TOPGOLF USA HILLSBORO, LLC
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71. TOPGOLF USA JACKSONVILLE, LLC
72. TOPGOLF USA KY1, LLC
73. TOPGOLF USA LAS VEGAS HOLDINGS, LLC
74. TOPGOLF USA LAS VEGAS, LLC
75. TOPGOLF USA LM, LLC
76. TOPGOLF USA MAY, LLC
77. TOPGOLF USA MIAMI GARDENS, LLC
78. TOPGOLF USA MIDVALE, LLC
79. TOPGOLF USA MT. LAUREL, LLC
80. TOPGOLF USA MYRTLE BEACH, LLC
81. TOPGOLF USA NAPERVILLE, LLC
82. TOPGOLF USA NASHVILLE, LLC
83. TOPGOLF USA NATIONAL HARBOR, LLC
84. TOPGOLF USA NEP, LLC
85. TOPGOLF USA NEW ORLEANS, LLC
86. TOPGOLF USA NORTH CHARLOTTE, LLC
87. TOPGOLF USA OKC, LLC
88. TOPGOLF USA OMAHA, LLC
89. TOPGOLF USA ORLANDO, LLC
90. TOPGOLF USA OVERLAND PARK, LLC
91. TOPGOLF USA PARK LANE RANCH HOLDINGS, LLC

92. TOPGOLF USA PARK LANE RANCH II, LLC
93. TOPGOLF USA PARK LANE RANCH, LLC
94. TOPGOLF USA PETE, LLC
95. TOPGOLF USA PHARR HOLDINGS, LLC
96. TOPGOLF USA PHARR II, LLC
97. TOPGOLF USA PHARR, LLC
98. TOPGOLF USA PIN HIGH, LLC
99. TOPGOLF USA PITTSBURGH, LLC
100. TOPGOLF USA PPB, LLC
101. TOPGOLF USA RD, LLC
102. TOPGOLF USA RE, LLC
103. TOPGOLF USA RG, LLC
104. TOPGOLF USA RICHMOND, LLC
105. TOPGOLF USA RIVERWALK, LLC
106. TOPGOLF USA ROSEVILLE, LLC
107. TOPGOLF USA SAN ANTONIO HOLDINGS, LLC
108. TOPGOLF USA SAN ANTONIO II, LLC
109. TOPGOLF USA SAN ANTONIO, LLC
110. TOPGOLF USA SBD, LLC
111. TOPGOLF USA SCHAUMBURG, LLC
112. TOPGOLF USA SDP, LLC
113. TOPGOLF USA SPRING HOLDINGS, LLC
114. TOPGOLF USA SPRING II, LLC
115. TOPGOLF USA SPRING, LLC
116. TOPGOLF USA STL, LLC
117. TOPGOLF USA THORNTON, LLC
118. TOPGOLF USA TUCSON, LLC
119. TOPGOLF USA VIRGINIA BEACH, LLC
120. TOPGOLF USA VY, LLC
121. TOPGOLF USA WC HOLDINGS, LLC
122. TOPGOLF USA WC II, LLC
123. TOPGOLF USA WC, LLC
124. TOPGOLF USA WEBSTER HOLDINGS, LLC
125. TOPGOLF USA WEBSTER II, LLC
126. TOPGOLF USA WEBSTER, LLC
127. TOPGOLF USA WEST CHESTER, LLC
128. TOPGOLF USA MB, LLC
129. TOPGOLF USA CS, LLC
130. TOPGOLF USA KP, LLC
131. TOPGOLF USA WCH, LLC
132. TOPGOLF USA SAC, LLC
133. TOPGOLF USA DUBLIN, LLC
134. TOPGOLF USA TP, LLC
135. TOPGOLF USA TUSTIN, LLC
136. TOPGOLF USA SDS, LLC
137. TOPGOLF USA MP, LLC
138. TOPGOLF USA GB, LLC
139. TOPGOLF USA PS, LLC
140. TOPGOLF USA MA, LLC

- 141. TOPGOLF USA LR, LLC
- 142. TOPGOLF USA LF, LLC
- 143. TOPGOLF USA GP, LLC
- 144. TOPGOLF USA JM, LLC
- 145. RSVP HOLDINGS I, LLC
- 146. TOPGOLF USA AKRON, LLC
- 147. TOPGOLF USA AP, LLC
- 148. TOPGOLF USA AV, LLC
- 149. TOPGOLF USA BRYAN, LLC
- 150. TOPGOLF USA CD, LLC
- 151. TOPGOLF USA DM, LLC
- 152. TOPGOLF USA EWA, LLC
- 153. TOPGOLF USA MMT, LLC
- 154. TOPGOLF USA NBR, LLC
- 155. TOPGOLF USA PCB, LLC
- 156. TOPGOLF USA RCH, LLC
- 157. TOPGOLF USA WB, LLC

Annex A

Amendments to the Loan Agreement

(see attached)

TOPGOLF CALLAWAY BRANDS CORP.
(formerly known as Callaway Golf Company),
CALLAWAY GOLF SALES COMPANY,
CALLAWAY GOLF BALL OPERATIONS, INC.,
OGIO INTERNATIONAL, INC., and
~~TRAVIS MATHEW, LLC,~~
~~JACK WOLFSKIN NORTH AMERICA, INC., and~~
~~TOP GOLF USA INC.~~ TRAVIS MATHEW, LLC

as U.S. Borrowers, Canadian Facility Guarantors and U.K./Dutch Facility Guarantors,

CALLAWAY GOLF CANADA LTD.,
as the Canadian Borrower and a U.K./Dutch Facility Guarantor,

CALLAWAY GOLF EUROPE LTD.
~~TOPGOLF LIMITED~~, and
CALLAWAY GOLF EU B.V.
as U.K./Dutch Borrowers and Canadian Facility Guarantors, and

THE OTHER OBLIGORS PARTY HERETO

FIFTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

Dated as of March 16, 2023

\$485,000,000

CERTAIN FINANCIAL INSTITUTIONS,
as Lenders,

BANK OF AMERICA, N.A.,
as Administrative Agent

MUFG BANK, LTD.
as Syndication Agent

TRUIST BANK,
as Documentation Agent

and

BANK OF AMERICA, N.A.,
as Sole Lead Arranger and Sole Bookrunner

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FIFTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

(c) **THIS FIFTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** is dated as of March 16, 2023, among **TOPGOLF CALLAWAY BRANDS CORP.** (formerly known as Callaway Golf Company), a Delaware corporation ("Parent"), **CALLAWAY GOLF SALES COMPANY**, a California corporation ("Callaway Sales"), **CALLAWAY GOLF BALL OPERATIONS, INC.**, a Delaware corporation ("Callaway Operations"), **OGIO INTERNATIONAL, INC.**, a Utah corporation, ("Ogio"), **TRAVISMATHEW, LLC**, a California limited liability company ("travisMathew"), ~~**JACK WOLFSKIN NORTH AMERICA, INC., a Delaware corporation ("Domestic Jack Wolfskin")**~~, ~~**TOP GOLF USA INC., a Delaware corporation ("Topgolf USA")**~~ and together with Parent, Callaway Sales, Callaway Operations, ~~and~~ Ogio, ~~travisMathew and Domestic Jack Wolfskin~~, collectively, "U.S. Borrowers"), **CALLAWAY GOLF CANADA LTD.**, a Canada corporation ("Canadian Borrower"), **CALLAWAY GOLF EUROPE LTD.**, a company incorporated under the laws of England and Wales (registered number 02756321) (the "Existing U.K. Borrower"), ~~**TOPGOLF LIMITED, a company incorporated under the laws of England and Wales (registered number 03724493) ("TopGolf Limited")**~~ and together with ~~the Existing U.K. Borrower and~~ any other Person that becomes a "U.K. Borrower" after the date hereof in accordance with the terms hereof, collectively, the "U.K. Borrowers"), **CALLAWAY GOLF EU B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its statutory seat in Amsterdam, the Netherlands its registered office at Herikerbergweg 88, 1101 CM Amsterdam, the Netherlands, registered with the Chamber of Commerce (Kamer van Koophandel) under number 86392468 (the "Dutch Borrower" and together with the U.K. Borrowers, collectively, the "U.K./Dutch Borrowers" and together with the U.S. Borrowers and the Canadian Borrower, collectively, "Borrowers"), the other Obligor party to this Agreement from time to time, the financial institutions party to this Agreement from time to time as lenders (collectively, "Lenders"), and **BANK OF AMERICA, N.A.**, a national banking association, as administrative agent and as security trustee for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

RECITALS:

WHEREAS, Parent, Callaway Sales, Callaway Operations, Ogio, ~~travisMathew~~, ~~Domestic Jack Wolfskin~~, the Canadian Borrower, the Existing U.K. Borrower, the Dutch Borrower and the other Obligor party thereto (collectively, the "Existing Obligor"), Agent and the Lenders party thereto entered into that certain Fourth Amended and Restated Loan and Security Agreement (as amended, supplemented and modified from time to time prior to the date hereof, the "Fourth Amended and Restated Loan Agreement"), dated as of May 17, 2019 (the "Fourth Amended Original Closing Date"), which amended and restated that certain Third Amended and Restated Loan and Security Agreement (the "Third Amended and Restated Loan Agreement"), dated as of November 20, 2017 (the "Third Amended Original Closing Date"), which amended and restated that certain Second Amended and Restated Loan and Security Agreement (the "Second Amended and Restated Loan Agreement"), dated as of December 22, 2011 (the "Second Amended Original Closing Date"), which amended and restated that certain Amended and Restated Loan and Security Agreement dated as of July 22, 2011 (the "Original Amended and Restated Loan Agreement"), which amended and restated that certain Loan and Security Agreement dated as of June 30, 2011 (the "Original Loan Agreement");

WHEREAS, the parties hereto have agreed to amend and restate in their entirety the agreements contained in the Fourth Amended and Restated Loan Agreement as amongst themselves;

WHEREAS, the Obligors have requested that: (i) the U.S. Lenders provide a credit facility to the U.S. Borrowers; (ii) the Canadian Lenders provide a credit facility to the Canadian Borrower; and (iii) the U.K./Dutch Lenders provide a credit facility to the U.K./Dutch Borrowers, in each case, to finance their mutual and collective business enterprise;

WHEREAS, the applicable Lenders are willing to provide such credit facilities on the terms and conditions set forth herein; and

WHEREAS, each Existing Obligor hereby restates, ratifies and reaffirms each and every term and condition set forth in the Fourth Amended and Restated Loan Agreement, as amended and restated hereby, and the other Loan Documents effective as of the date hereof.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto amend and restate the Fourth Amended and Restated Loan Agreement and agree as follows:

Section 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. As used herein, the following terms have the meanings set forth below:

(d) ABL Collateral: has the meaning assigned to such term in the Intercreditor Agreement.

(e) Account: as defined in the UCC (and/or, with respect to any Accounts of a Canadian Subsidiary, as defined in the PPSA), and also means a right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, or (c) arising out of the use of a credit or charge card or information contained on or for use with the card.

(f) Account Debtor: a Person who is obligated under an Account, Chattel Paper or General Intangible.

(g) Acquisition Cap: \$100,000,000.

(h) Adverse Proceeding: any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of the Parent or any of its Restricted Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claim), whether pending or, to the knowledge of the Parent or any of its Restricted Subsidiaries, threatened in writing, against or affecting the Parent or any of its Restricted Subsidiaries or any property of the Parent or any of its Restricted Subsidiaries.

(i) Affected Financial Institution: (a) any EEA Financial Institution or (b) any U.K. Financial Institution.

(j) Affiliate: with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person

specified. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have correlative meanings.

(k) Agent: as defined in the preamble to this Agreement.

(l) Agent Indemnitees: Agent and its officers, directors, employees, Affiliates, agents and attorneys.

(m) Agent Professionals: attorneys, accountants, appraisers, auditors, business valuation experts, environmental engineers or consultants, turnaround consultants, and other professionals and experts retained by Agent.

(n) Agent’s Office: with respect to any currency, Agent’s address and, as appropriate, account specified in this Agreement with respect to such currency, or such other address or account with respect to such currency as the Agent may from time to time notify the Parent and the Lenders.

~~**Aggregate First Year Large Venue Location EBITDA: (a) \$236,784,918 plus (b) the aggregate Facility EBITDA of all Mature Large Venue Locations that become Mature Large Venue Locations after the fiscal quarter ending on or around December 31, 2022 generated by such Mature Large Venue Locations in their respective first 12 full fiscal months of operation.**~~

~~**Aggregate First Year Location EBITDA: the sum of (a) Aggregate First Year Small Venue Location EBITDA, (b) Aggregate First Year Medium Venue Location EBITDA and (c) Aggregate First Year Large Venue Location EBITDA.**~~

~~**Aggregate First Year Medium Venue Location EBITDA: (a) \$26,229,735 plus (b) the aggregate Facility EBITDA of all Mature Medium Venue Locations that become Mature Medium Venue Locations after the fiscal quarter ending on or around December 31, 2022 generated by such Mature Medium Venue Locations in their respective first 12 full fiscal months of operation.**~~

~~**Aggregate First Year Small Venue Location EBITDA: (a) \$1,494,149 plus (b) the aggregate Facility EBITDA of all Mature Small Venue Locations that become Mature Small Venue Locations after the fiscal quarter ending on or around December 31, 2022 generated by such Mature Small Venue Locations in their respective first 12 full fiscal months of operation.**~~

Agreed Currency: Dollars, Canadian Dollars, British Pounds and Euros.

(o) Agreement: this Fifth Amended and Restated Loan and Security Agreement.

(p) Allocable Amount: as defined in Section 5.11.

(q) AML Legislation: as defined in Section 14.17.

~~**Annualized New Location EBITDA: as applicable:**~~

~~**(a) for any Small Venue New Location that, as of the last day of the most recently ended Test Period, has been open less than six full fiscal months, the sum of:**~~

~~(i) the actual Facility EBITDA attributable to such Small Venue New Location for the number of days such New Location has been open (the “Number of Small Venue Operating Days”) plus~~

~~(ii) (A) the quotient obtained by dividing (1) the Aggregate First Year Small Venue Location EBITDA by (2) (x) 3 plus (y) the aggregate number of Mature Small Venue Locations that become Mature Small Venue Locations after the fiscal quarter ending on or around December 31, 2022 multiplied by (B) a fraction (1) the numerator of which is (X) 365 minus (Y) such Number of Small Venue Operating Days and (2) the denominator of which is 365;~~

~~(b) for any Medium Venue New Location that, as of the last day of the most recently ended Test Period, has been open less than six full fiscal months, the sum of:~~

~~(i) the actual Facility EBITDA attributable to such Medium Venue New Location for the number of days such New Location has been open (the “Number of Medium Venue Operating Days”) plus~~

~~(ii) (A) the quotient obtained by dividing (1) the Aggregate First Year Medium Venue Location EBITDA by (2) (x) 13 plus (y) the aggregate number of Mature Medium Venue Locations that become Mature Medium Venue Locations after the fiscal quarter ending on or around December 31, 2022 multiplied by (B) a fraction (1) the numerator of which is (X) 365 minus (Y) such Number of Medium Venue Operating Days and (2) the denominator of which is 365;~~

~~(c) for any Large Venue New Location that, as of the last day of the most recently ended Test Period, has been open less than six full fiscal months, the sum of:~~

~~(i) the actual Facility EBITDA attributable to such Large Venue New Location for the number of days such New Location has been open (the “Number of Large Venue Operating Days”) plus~~

~~(ii) (A) the quotient obtained by dividing (1) the Aggregate First Year Large Venue Location EBITDA by (2) (x) 48 plus (y) the aggregate number of Mature Large Venue Locations that become Mature Large Venue Locations after the fiscal quarter ending on or around December 31, 2022 multiplied by (B) a fraction (1) the numerator of which is (X) 365 minus (Y) such Number of Large Venue Operating Days and (2) the denominator of which is 365; or~~

~~(d) for any New Location that, as of the last day of the most recently ended Test Period, has been open for at least six full fiscal months:~~

~~(i) the actual Facility EBITDA attributable to such New Location for its Applicable Months of Operation divided by:~~

~~(ii) the percentage of the Aggregate First Year Location EBITDA generated by the Mature Locations during such Applicable Months of Operation.~~

(r) Anti-Corruption Laws: all laws, rules, and regulations of any jurisdiction applicable to any Borrower or any of its subsidiaries from time to time concerning or relating to bribery or corruption,

including the United States Foreign Corrupt Practices Act of 1977, the Corruption of Foreign Public Officials Act (Canada) and the Bribery Act 2010 (UK).

(s) Anti-Terrorism Laws: any laws relating to terrorism or money laundering, including the Patriot Act and the Proceeds of Crime Act.

(t) Applicable Authority: with respect to any Agreed Currency, the applicable administrator for the Relevant Rate for such Agreed Currency or any governmental authority having jurisdiction over the Agent or such administrator.

(u) Applicable Lenders: with respect to: (a) the U.S. Borrowers, the U.S. Lenders who have a U.S. Revolver Commitment (and if the U.S. Revolver Commitments have terminated, each U.S. Lender that had a U.S. Revolver Commitment immediately prior to such termination), (b) the Canadian Borrower, the Canadian Lenders, (c) [reserved] and (d) the U.K./Dutch Borrowers, the U.K./Dutch Lenders.

(v) Applicable Margin: with respect to any Type of Loan, the respective margin set forth in the grid below (the “Pricing Grid”), as determined by the Availability Ratio for the last calendar month:

Level	Availability Ratio	U.S. Base Rate Revolver Loans	Term SOFR Revolver Loans, SONIA Loans and EURIBOR Loans	Term CORRA Loans	Canadian Prime Rate Loans and Canadian Base Rate Loans	U.K./Dutch Base Rate Loans
I	Greater than or equal to 67%	0.25%	1.25%	1.25%	0.25%	1.25%
II	Less than 67% but greater than or equal to 33%	0.50%	1.50%	1.50%	0.50%	1.50%
III	Less than 33%	0.75%	1.75%	1.75%	0.75%	1.75%

(w)

(x) Margins shall be subject to increase or decrease based upon the Availability Ratio for the prior calendar month, as determined by Agent. If, by the first day of a calendar month, any Borrowing Base Certificate due in the preceding calendar month has not been received, then, at the option of Agent or Required Lenders, the margins shall be determined as if Level III were applicable, from such day until the first day of the calendar month following actual receipt.

(y) Notwithstanding the foregoing, the Applicable Margin for any month with respect to U.S. Base Rate Loans, Canadian Prime Rate Loans, Canadian Base Rate Loans, Term SOFR Revolver Loans, SONIA Loans, EURIBOR Loans, Term CORRA Loans and U.K./Dutch Base Rate Loans shall be increased by 0.25% if any U.S. Availability is generated under either (or under both of) clause (b)(iii) or clause (b)(iv) of the definition of the U.S. Borrowing Base at any time in such month.

~~**Applicable Months of Operation: with respect to any Topgolf location, each full fiscal month that such Topgolf location has been open.**~~

(z) Applicable Time Zone: for borrowings under, and payments due by Borrowers or Lenders on (a) with respect to U.S. Revolver Loans and Canadian Revolver Loans, Pacific time, and (b) with respect to U.K./Dutch Revolver Loans, London time.

(aa) Approved Fund: any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the Ordinary Course of Business, and is administered or managed by a Lender, an entity that administers or manages a Lender, or an Affiliate of either.

(ab) Assignment and Acceptance: an assignment agreement between a Lender and Eligible Assignee, in the form of **Exhibit B**.

(ac) Assignment of Claims Act: Assignment of Claims Act of 1940, 31 U.S.C. § 3727, 41 U.S.C. § 15, as amended.

(ad) Attorney: as defined in **Section 12.1.1(c)**.

(ae) Availability: as of any date of determination, the sum of the U.S. Availability plus the Canadian Availability plus the U.K./Dutch Availability.

(af) Availability Ratio: the ratio (expressed as a percentage), for any calendar month, of (a) the average daily Availability for such calendar month to (b) an amount equal to the sum of (i) the average daily Canadian Borrowing Base (without giving effect to the Canadian LC Reserve for purposes of this calculation) for such calendar month, plus (ii) the average daily U.S. Borrowing Base (without giving effect to the U.S. LC Reserve, the Canadian Overadvance Loan Balance and the U.K./Dutch Overadvance Loan Balance for purposes of this calculation) for such calendar month, plus (iii) [reserved], plus (iv) the average daily U.K./Dutch Borrowing Base (without giving effect to the U.K./Dutch LC Reserve for purposes of this calculation) for such calendar month.

(ag) Available Currency: (i) in the case of a U.S. Borrower, Dollars, (ii) in the case of the Canadian Borrower, Dollars or Canadian Dollars, (iii) [reserved], and (iv) in the case of the U.K./Dutch Borrowers, Dollars, British Pounds or Euros (but in the case of U.K./Dutch Base Rate Loans, Dollars only).

(ah) Bail-In Action: the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

(ai) Bail-In Legislation: (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule, (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings), and (c) with respect to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

(aj) Bank of America: Bank of America, N.A., a national banking association, and its successors and assigns.

(ak) Bank of America (Canada): Bank of America, N.A. (acting through its Canada branch), and its successors and assigns.

(al) Bank of America Indemnitees: Bank of America and its officers, directors, employees, Affiliates, branches, agents and attorneys.

(am) Bank Product: any of the following products, services or facilities extended to any Obligor or Subsidiary by a Lender or any of its Affiliates or branches: (a) Cash Management Services; (b) products under Hedging Agreements; (c) commercial credit card and merchant card services; (d) purchase cards (including so-called “procurement cards” or “P-cards”), and (e) other banking products or services as may be requested by any Obligor or Subsidiary, in each case, unless otherwise agreed in writing between such Obligor or Subsidiary and the provider of such products or services, other than Letters of Credit.

(an) Bank Product Debt: Indebtedness and other obligations of an Obligor or Subsidiary relating to Bank Products.

(ao) Base Rate Loan: a U.S. Base Rate Loan, a Canadian Base Rate Loan or a U.K./Dutch Base Rate Loan, as applicable.

~~**Bays NOLV: with respect to each region where Toptracer Bays are located (as determined by Agent from to time in its Credit Judgment) the orderly liquidation value of such Toptracer Bays as determined in a manner acceptable to Agent (in its Credit Judgment) by an appraiser acceptable to Agent (in its Credit Judgment), net of all costs of liquidation thereof.**~~

Beneficial Ownership Certification: a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation, in form and substance satisfactory to Agent.

Beneficial Ownership Regulation: 31 C.F.R. §1010.230.

(ap) Board of Governors: the Board of Governors of the Federal Reserve System.

(aq) Borrowed Money: with respect to any Obligor or Subsidiary, without duplication, its (a) Indebtedness that (i) arises from the lending of money by any Person to such Obligor or Subsidiary, (ii) is evidenced by notes, drafts, bonds, debentures, credit documents or similar instruments, (iii) accrues interest or is a type upon which interest charges are customarily paid (excluding trade payables owing in the Ordinary Course of Business), or (iv) was issued or assumed as full or partial payment for Property; (b) Capital Leases; (c) reimbursement obligations with respect to letters of credit; and (d) guaranties of any Indebtedness of the foregoing types owing by another Person.

(ar) Borrower Agent: as defined in **Section 4.4**.

(as) Borrower Group: a group consisting of (i) the U.S. Borrowers, (ii) the Canadian Borrower, (iii) [reserved], or (iv) the U.K./Dutch Borrowers, as the context requires.

(at) Borrowers: as defined in the preamble to this Agreement.

(au) Borrowing: a group of Loans of one Type that are made on the same day or are converted into Loans of one Type on the same day.

(av) Borrowing Base: the Canadian Borrowing Base and/or the U.S. Borrowing Base and/or the U.K./Dutch Borrowing Base, as the context requires.

(aw) Borrowing Base Certificate: a U.S. Borrowing Base Certificate, a Canadian Borrowing Base Certificate, or a U.K./Dutch Borrowing Base Certificate, as applicable. "Borrowing Base Certificates" means a U.S. Borrowing Base Certificate, a Canadian Borrowing Base Certificate, and a U.K./Dutch Borrowing Base Certificate.

(ax) British Pounds or £: the lawful currency of the United Kingdom.

(ay) Business Day: any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state where the Agent's Office is located; provided that:

(az) (a) if such day relates to any interest rate settings as to a EURIBOR Loan, any fundings, disbursements, settlements and payments in Euro in respect of any such EURIBOR Loan, or any other dealings in Euro to be carried out pursuant to this Agreement in respect of any such EURIBOR Loan, means a Business Day that is also a TARGET Day;

(ba) (b) if such day relates to any interest rate settings as to a SONIA Loan, means a day other than a day banks are closed for general business in London because such day is a Saturday, Sunday or a legal holiday under the laws of the United Kingdom;

(bb) (c) [reserved]; and

(bc) (d) if such day relates to a Canadian Revolver Loan, any such day on which banks in Toronto, Ontario, Canada are open for the transaction of banking business.

(bd) Business Optimization Initiative: has the meaning assigned to such term in the definition of “Consolidated Adjusted EBITDA”.

Calculation Date: as defined in **Section 5.13**.

(be) CAM: as defined in **Section 14.11(a)(i)**.

(bf) CAM Exchange: as defined in **Section 14.11(a)(ii)**.

(bg) CAM Exchange Date: as defined in **Section 14.11(a)(iii)**.

(bh) CAM Percentage: as defined in **Section 14.11(a)(iv)**.

(bi) Canadian Accounts Formula Amount: (a) as of any date of determination within the period beginning on May 1 through and including October 31 of each Fiscal Year, 85% of the Value of Eligible Accounts of the Canadian Borrower; and (b) as of any date of determination within the period beginning on November 1 through and including April 30 of each Fiscal Year, 90% of the Value of Eligible Accounts of the Canadian Borrower ~~(or 85% of the Value solely with respect to Eligible Accounts of the Canadian Borrower arising from the Topgolf Business)~~.

(bj) Canadian Availability: as of any date of determination, the Canadian Borrowing Base as of such date of determination minus the aggregate principal amount of all Canadian Revolver Loans outstanding on such date of determination.

(bk) Canadian Availability Reserve: the sum (without duplication) of (a) the Inventory Reserve with respect to the Canadian Borrower's Inventory; (b) the Canadian Rent and Charges Reserve; (c) the Canadian LC Reserve; (d) the Canadian Bank Product Reserve; (e) all accrued Royalties of the Canadian Domiciled Obligors, whether or not then due and payable by a Canadian Domiciled Obligor; (f) the aggregate amount of liabilities secured by Liens upon Canadian Facility Collateral assets included in the Canadian Borrowing Base that are senior to the Agent's Liens (but imposition of any such reserve shall not waive an Event of Default arising therefrom); (g) the Canadian Priority Payables Reserve; (h) the Wage Earner Protection Act Reserve; (i) the Canadian Dilution Reserve; and (j) such additional reserves, in such amounts and with respect to such matters, as Agent in its Credit Judgment may elect to impose from time to time with respect to the Canadian Borrowing Base.

(bl) Canadian Bank Product Reserve: the aggregate amount of reserves established by Agent from time to time in its Credit Judgment in respect of Secured Bank Product Obligations owing by the Canadian Domiciled Obligors and their Subsidiaries.

(bm) Canadian Base Rate: for any day, the greater of (i) the per annum rate of interest designated by Bank of America (Canada) from time to time as its base rate for commercial loans made by it in Dollars, which rate is based on various factors, including its costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such rate; (ii) the Federal Funds Rate for such day, plus 0.50% per annum; or (iii) Term SOFR for a one month Interest Period as determined on such day, plus 1.00%; provided, that in no event shall the Canadian Base Rate be less than zero. Any change in such rate shall take effect at the opening of business on the applicable Business Day.

(bn) Canadian Base Rate Loan: a Canadian Revolver Loan, or portion thereof, funded in Dollars and bearing interest calculated by reference to the Canadian Base Rate.

(bo) Canadian Borrower: as defined in the preamble to this Agreement.

(bp) Canadian Borrowing Base: on any date of determination, an amount equal to the lesser of (a) the result of: (i) the Maximum Canadian Facility Amount, minus (ii) the Canadian LC Reserve; or (b) the result of: (i) the Canadian Accounts Formula Amount, plus (ii) the Canadian Inventory Formula Amount, plus (iii) 100% of the amount of Canadian Pledged Cash, minus (iv) the Canadian Availability Reserve.

(bq) Canadian Borrowing Base Certificate: a certificate, in form and substance reasonably satisfactory to Agent, by which the Canadian Borrower certifies calculation of the Canadian Borrowing Base.

(br) Canadian Cash Collateral Account: a demand deposit, money market or other account established by Agent at Bank of America (Canada) or such other financial institution as Agent may select in its discretion, which account shall be for the benefit of the Canadian Facility Secured Parties and shall be subject to Agent's Liens securing the Canadian Facility Obligations.

(bs) Canadian Dilution Reserve: as of any date of determination, an amount sufficient to reduce the advance rate against Eligible Accounts of the Canadian Borrower by 1% for each whole percentage point (or portion thereof) by which the Dilution Percent is in excess of 5.0%.

(bt) Canadian Dollars or Cdn\$: the lawful currency of Canada.

(bu) Canadian Domiciled Obligor: each Canadian Subsidiary which is at any time an Obligor, and "Canadian Domiciled Obligors" means all such Persons, collectively.

(bv) Canadian Dominion Account: a special account established by the Canadian Borrower at Bank of America (Canada) or another bank acceptable to Agent in its Credit Judgment, over which Agent has exclusive control for withdrawal purposes during any Dominion Trigger Period.

(bw) Canadian Employee Benefits Legislation: the *Employment Pensions Plan Act* (Alberta), *Pension Benefits Standards Act* (British Columbia), the *Supplemental Pension Plans Act* (Quebec) and any Canadian federal, provincial or local counterparts or equivalents, in each case, as applicable and as amended from time to time.

(bx) Canadian Employee Plan: any payroll practice and other employee benefit plan, policy, program, agreement or arrangement, including retirement, pension, profit sharing, employment, individual consultant or other compensation agreement, collective bargaining agreement, bonus or other incentive compensation, retention, stock purchase, equity or equity-based compensation, deferred compensation, change in control, severance, sick leave, vacation, loans, salary continuation, hospitalization, health, life insurance, educational assistance or other fringe benefit or perquisite plan, policy, agreement which is or was sponsored, maintained or contributed to by, or required to be

contributed to by, a Canadian Domiciled Obligor, or with respect to which a Canadian Domiciled Obligor has or could have any obligation or liability, contingent or otherwise.

(by) Canadian Expeditors Reserve: as of any date of determination, the aggregate amount of accounts payable owed by any Canadian Facility Obligor to Expeditors, as determined by Agent in its Credit Judgment.

(bz) Canadian Facility Collateral: all Collateral that now or hereafter secures (or is intended to secure) any of the Canadian Facility Obligations, including Property of each Canadian Domiciled Obligor, each U.S. Domiciled Obligor, and each U.K./Dutch Domiciled Obligor.

(ca) Canadian Facility Guarantee: each guarantee agreement (including this Agreement) at any time executed by a Canadian Facility Guarantor in favor of Agent guaranteeing all or any portion of the Canadian Facility Obligations.

(cb) Canadian Facility Guarantor: Parent, each Canadian Subsidiary party hereto from time to time, each U.S. Subsidiary party hereto from time to time, each U.K. Subsidiary party hereto from time to time, each Dutch Subsidiary party hereto from time to time, and each other Person (if any) who guarantees payment and performance of any Canadian Facility Obligations.

(cc) Canadian Facility Obligations: all Obligations of the Canadian Facility Obligors (excluding, for the avoidance of doubt, the Obligations of the U.S. Domiciled Obligors as borrowers or guarantors of any U.S. Facility Obligations).

(cd) Canadian Facility Obligor: each of the Canadian Borrower or any Canadian Facility Guarantor, and “Canadian Facility Obligors” means all of such Persons, collectively.

(ce) Canadian Facility Secured Parties: Agent, the Canadian Issuing Bank, the Canadian Lenders and the Secured Bank Product Providers who provide Bank Products to the Canadian Facility Obligors and their Subsidiaries.

(cf) Canadian Inventory Formula Amount: as of any date of determination, the lesser of (a) 75% of the Value of the Canadian Borrower’s Eligible Inventory; and (b) 85% of the NOLV Percentage of the Value of the Canadian Borrower’s Eligible Inventory. Notwithstanding the foregoing, the aggregate amount of the Canadian Inventory Formula Amount which may be attributed to Eligible In-Transit Inventory (the “Canadian In-Transit Availability”) shall not exceed \$5,000,000; provided, that the Canadian In-Transit Availability (after taking into effect the previous proviso) shall be reduced by the Canadian Expeditors Reserve if, as of any date of determination, either (I) Canadian Net Excess Availability is less than 10% of the Maximum Canadian Facility Amount, or (II) there are any accounts payable owed by any Canadian Facility Obligor to Expeditors which are aged in excess of historical levels (except in cases of good faith disputes).

(cg) Canadian Issuing Bank: Bank of America (Canada) or an Affiliate of Bank of America (Canada).

(ch) Canadian LC Obligations: the sum (without duplication) of (a) all amounts owing by the Canadian Borrower for any drawings under Letters of Credit; (b) the stated amount of all outstanding Letters of Credit issued for the account of the Canadian Borrower, which if such Letter of Credit is denominated in a currency other than Canadian Dollars or Dollars, may be stated by Agent (at its option) in Canadian Dollars or Dollars calculated at the Spot Rate; and (c) all fees and other amounts owing with respect to Letters of Credit issued for the account of the Canadian Borrower.

(ci) Canadian LC Reserve: the aggregate of all Canadian LC Obligations, other than those that have been Cash Collateralized.

(cj) Canadian Lenders: Bank of America (Canada) and each other Lender that has issued a Canadian Revolver Commitment (provided that such Person or an Affiliate of such Person also has a U.S. Revolver Commitment). Each Canadian Lender shall be a Canadian Qualified Lender.

(ck) Canadian Letter of Credit Subline: \$5,000,000.

(cl) Canadian Letters of Credit: any standby or documentary letter of credit issued by the Canadian Issuing Bank for the account of the Canadian Borrower, or any indemnity, guarantee, exposure transmittal memorandum or similar form of credit support issued by Agent or the Canadian Issuing Bank for the benefit of the Canadian Borrower or any of its Subsidiaries.

(cm) Canadian Multi-Employer Plan: each multi-employer plan, within the meaning of the Regulations under the Income Tax Act (Canada).

(cn) Canadian Net Excess Availability: as of any date of determination, an amount equal to the Canadian Availability minus the aggregate amount, if any, of all trade payables of Canadian Domiciled Obligors that are more than 60 days past due (or such later date as Agent may approve in its sole discretion) and all book overdrafts of Canadian Domiciled Obligors in excess of historical practices with respect thereto, in each case as determined by Agent in its Credit Judgment.

(co) Canadian Overadvance: as defined in **Section 2.1.5**.

(cp) Canadian Overadvance Loan: a Canadian Revolver Loan made to the Canadian Borrower when a Canadian Overadvance exists or is caused by the funding thereof.

(cq) Canadian Overadvance Loan Balance: on any date, the amount by which the aggregate Canadian Revolver Exposure exceeds the amount of the Canadian Borrowing Base on such date.

(cr) Canadian Pension Plan: a “registered pension plan,” as defined in the Income Tax Act (Canada) and any other pension plan maintained or contributed to by, or to which there is or may be an obligation to contribute by, any Obligor in respect of its Canadian employees or former employees, excluding, for greater certainty, a Canadian Multi-Employer Plan.

(cs) Canadian Pledged Cash: the funds maintained in a blocked Deposit Account or securities account of the Canadian Borrower subject to a Deposit Account Control Agreement or securities account control agreement, as applicable, which give Agent at all times exclusive access and control for withdrawal purposes to the exclusion of the Canadian Borrower and precluding the Canadian Borrower

from withdrawing or otherwise giving any instructions in connection therewith and which may not be withdrawn without the Agent's prior written consent (such consent not to be withheld if (i) upon and after giving effect to such withdrawal, no Default or Event of Default shall have occurred and be continuing and (ii) immediately after such withdrawal (for clarification, including after giving effect to any recalculation of the Canadian Borrowing Base upon giving effect to such withdrawal), Canadian Availability would be a positive number), and which are subject to effective security documents, in form and substance reasonably satisfactory to Agent, that provide Agent with a perfected first priority/ranking security interest in and Lien on such funds (subject to Liens of the depository bank having priority by law).

(ct) Canadian Prime Rate: for any day, a floating rate of interest per annum equal to the higher of (i) the per annum rate of interest quoted or established as the "prime rate" of the Agent which it quotes or establishes for such day as its reference rate of interest in order to determine interest rates for commercial loans in Canadian Dollars in Canada to its Canadian borrowers, which rate is based upon various factors, including costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such announced rate; or (ii) Term CORRA for a one month Interest Period as determined on such day, *plus* 1.00% per annum; provided, that in no event shall the Canadian Prime Rate be less than zero. Any change in the Canadian Prime Rate shall take effect at the opening of business on the day specified in the public announcement of such change, without the necessity of any notice to the Borrowers or any other Person.

(cu) Canadian Prime Rate Loan: a Canadian Revolver Loan, or portion thereof, funded in Canadian Dollars and bearing interest calculated by reference to the Canadian Prime Rate.

(cv) Canadian Priority Payables Reserve: on any date of determination, a reserve in such amount as Agent may determine in its Credit Judgment which reflects the unpaid (when due) or un-remitted (when due) payroll tax deductions, unpaid (when due) pension plan contributions, employment insurance premiums, amounts deducted for vacation pay, wages, workers' compensation, unpaid (when due) or un-remitted (when due) sales tax, goods and services tax, value added tax, harmonized tax, excise tax, tax payable pursuant to Part IX of the Excise Tax Act (Canada) or similar applicable provincial legislation and other unpaid (when due) or unremitted (when due) amounts by any Canadian Domiciled Obligor which would give rise to a Lien with priority under any Requirements of Law over the Lien of Agent.

(cw) Canadian Qualified Lender: a financial institution that is not precluded from being a Canadian Lender under the terms of the Bank Act (Canada) or other applicable Canadian federal or provincial legislation.

(cx) Canadian Reimbursement Date: as defined in **Section 2.4.2**.

(cy) Canadian Rent and Charges Reserve: the aggregate of (a) all past due rent and other amounts owing by an Obligor to any landlord, warehouseman, processor, repairman, mechanic, shipper, freight forwarder, broker or other Person who possesses any Canadian Facility Collateral asset included in the Canadian Borrowing Base or which constitute books and records related to any Canadian Facility Collateral asset included in the Canadian Borrowing Base, or could assert a Lien on any Canadian Facility Collateral asset included in the Canadian Borrowing Base or which constitute books and records related

to any Canadian Facility Collateral asset included in the Canadian Borrowing Base; and (b) a reserve at least equal to three months' rent and other charges that are reasonably expected to be payable to any such Person, unless it has executed a Lien Waiver.

(cz) Canadian Required Lenders: Canadian Lenders (subject to **Section 4.2**) having (a) Canadian Revolver Commitments in excess of 50% of the aggregate Canadian Revolver Commitments; and (b) if the Canadian Revolver Commitments have terminated, Canadian Revolver Loans and Canadian LC Obligations in excess of 50% of all outstanding Canadian Revolver Loans and Canadian LC Obligations; provided, however, that the Canadian Revolver Commitments and Canadian Revolver Loans of any Defaulting Lender shall be excluded from such calculation; provided, further, that at any time there are: (i) 2 or more Canadian Lenders, "Canadian Required Lenders" must include at least 2 Canadian Lenders, and (ii) less than 2 Canadian Lenders, "Canadian Required Lenders" must include all Canadian Lenders.

(da) Canadian Revolver Commitment: for any Canadian Lender, its obligation to make Canadian Revolver Loans and to participate in Canadian LC Obligations in the applicable Available Currencies up to the maximum principal amount shown on **Schedule 1.1**, or as hereafter determined pursuant to each Assignment and Acceptance to which it is a party, as such Canadian Revolver Commitment may be adjusted from time to time in accordance with the provisions of **Sections 2.1.4** or **11.2**. "Canadian Revolver Commitments" means the aggregate amount of such commitments of all Canadian Lenders.

(db) Canadian Revolver Commitment Termination Date: the earliest of (a) the U.S. Revolver Commitment Termination Date (without regard to the reason therefor), (b) the date on which the Borrower Agent terminates or reduces to zero all of the Canadian Revolver Commitments pursuant to **Section 2.1.4**, and (c) the date on which the Canadian Revolver Commitments are terminated pursuant to **Section 11.2**.

(dc) Canadian Revolver Exposure: on any date, an amount equal to the sum of the Dollar Equivalent of the Canadian Revolver Loans outstanding on such date plus the Canadian LC Obligations on such date.

(dd) Canadian Revolver Loan: a Revolver Loan made by Canadian Lenders to the Canadian Borrower pursuant to **Section 2.1.1(b)**, which Revolver Loan shall, if denominated in Canadian Dollars, be either a Term CORRA Loan or a Canadian Prime Rate Loan and, if denominated in Dollars, shall be either a Canadian Base Rate Loan or a Term SOFR Loan, in each case as selected by the Borrower Agent, and any Canadian Swingline Loan, Canadian Overadvance Loan or Protective Advance made to or owed by the Canadian Borrower.

(de) Canadian Revolver Notes: a promissory note executed by Canadian Borrower in favor of a Canadian Lender in the form of **Exhibit A-1**, in the amount of such Canadian Lender's Canadian Revolver Commitment.

(df) Canadian Security Agreement: each (a) general security agreement, security agreement, deed of hypothec, pledge agreement, mortgage or similar agreement pursuant to which any Canadian Domiciled Obligor grants to Agent, for the benefit of the Canadian Facility Secured Parties, Liens upon

its Property as security for the Canadian Facility Obligations or (b) security agreement, deed of hypothec, pledge agreement, mortgage or similar agreement pursuant to which any U.S. Domiciled Obligor or U.K./Dutch Domiciled Obligor grants to Agent, for the benefit of the Secured Parties, Liens on its Property located in Canada or otherwise subject to Canadian law as security for any of the Obligations.

(dg) Canadian Subsidiary: a Subsidiary of Parent incorporated or organized under the laws of Canada or any province or territory of Canada.

(dh) Canadian Swingline Loan: any Borrowing of Canadian Base Rate Loans and/or Canadian Prime Rate Loans funded with Agent's funds, until such Borrowing is settled among the Canadian Lenders or repaid by the Canadian Borrower.

(di) Canadian Unused Line Fee Rate: a per annum rate equal to 0.25%.

(dj) Capital Expenditures: all liabilities incurred or expenditures made by an Obligor or Restricted Subsidiary for the acquisition of fixed assets, or any improvements, replacements, substitutions or additions thereto with a useful life of more than one year.

(dk) Capital Lease: as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person; provided, that for the avoidance of doubt, the amount of obligations attributable to any Capital Lease shall be the amount thereof accounted for as a liability in accordance with GAAP.

(dl) Capital Stock: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing.

Captive Insurance Subsidiary: any Restricted Subsidiary of the Parent that is subject to regulation as an insurance company (or any Restricted Subsidiary thereof).

Cash: money, currency or a credit balance in any Deposit Account, in each case determined in accordance with GAAP.

(dm) Cash Collateral: cash, and any interest or other income earned thereon, that is delivered to Agent to Cash Collateralize any Obligations.

(dn) Cash Collateral Account: the U.S. Cash Collateral Account and/or the Canadian Cash Collateral Account and/or the U.K./Dutch Cash Collateral Account, as the context may require.

(do) Cash Collateralize: the delivery of cash to Agent, as security for the payment of Obligations, in an amount equal to (a) with respect to LC Obligations, 103% of the aggregate LC Obligations, and (b) with respect to any inchoate, contingent or other Obligations (including Secured Bank Product Obligations), Agent's good faith estimate of the amount due or to become due, including all fees and other amounts relating to such Obligations. "Cash Collateralization" has a correlative meaning.

(dp) Cash Equivalents: as at any date of determination, (a) readily marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the U.S. government or (ii) issued by any agency or instrumentality of the U.S. the obligations of which are backed by the full faith and credit of the U.S., in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (b) readily marketable direct obligations issued by any state of the U.S. or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (c) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (d) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances (or similar instruments) maturing within one year after such date and issued or accepted by any Lender or by any bank organized under, or authorized to operate as a bank under, the laws of the U.S., any state thereof or the District of Columbia or any political subdivision thereof and that has capital and surplus of not less than \$75,000,000 and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (e) shares of any money market mutual fund that has (i) substantially all of its assets invested in the types of investments referred to in clauses (a) through (d) above, (ii) net assets of not less than \$250,000,000 and (iii) a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); and (f) solely with respect to any Captive Insurance Subsidiary, any investment that such Captive Insurance Subsidiary is not prohibited to make in accordance with applicable law.

(dq) "Cash Equivalents" shall also include (x) Investments of the type and maturity described in clauses (a) through (f) above of foreign obligors (including foreign governments), which Investments or obligors (or the parent companies thereof) have the ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (y) other short-term Investments utilized by foreign jurisdictions in accordance with normal investment practices for cash management in Investments analogous to the Investments described in clauses (a) through (f) and in this paragraph.

(dr) Cash Management Services: any services provided from time to time by any Lender or any of its Affiliates or branches to any Obligor or Subsidiary in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox and stop payment services.

(ds) CFC: a "controlled foreign corporation" within the meaning of Section 957 of the Code.

(dt) CFC Holdco: (a) any direct or indirect Domestic Subsidiary substantially all of the assets of which consist of either (i) Capital Stock or (ii) Capital Stock and Indebtedness, of one or more Foreign Subsidiaries that are CFCs and (b) any direct or indirect Domestic Subsidiary substantially all of the

assets of which consist of either (i) the Capital Stock or (ii) the Capital Stock and Indebtedness of one or more Persons of the type described in the immediately preceding clause (a).

(du) Change in Law: the occurrence, after the date hereof, of (a) the adoption, taking effect or phasing in of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof; or (c) the making, issuance or application of any request, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; provided, that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act or any European equivalent regulation (such as the European Market Infrastructure Regulation) and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III or CRR, shall in each case be deemed to be a “Change in Law,” regardless of the date enacted, adopted or issued.

(dv) Change of Control: the earliest to occur of (a) an event or series of events by which any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)), directly or indirectly, of 35% or more of the equity securities of the Parent entitled to vote for members of the board of directors or equivalent governing body of the Parent on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right), (b) the sale, lease or transfer, in one or a series of related transactions, of all or substantially all of the assets of the Parent and its subsidiaries, taken as a whole, to any Person, (c) the occurrence of any “Change of Control” (or any comparable term) in any document pertaining to the Term Loan Facility Agreement, including any refinancings thereof, (d) the adoption of a plan relating to the liquidation or dissolution of the Parent, or (e) Parent ceases to own and control, beneficially and of record, directly or indirectly all Capital Stock in all other Borrowers (except as a result of a transaction not prohibited hereunder); provided that in no event shall the consummation of the TG Sale be deemed to constitute a Change of Control.

(dw) For purposes of this definition, a Person or group shall not be deemed to beneficially own voting Capital Stock subject to a stock or asset purchase agreement, merger agreement or similar agreement (or voting or similar agreement related thereto) until the consummation of the acquisition of the voting Capital Stock in connection with the transactions contemplated by such agreement.

(dx) Charge: any fee, loss, charge, expense, cost, accrual or reserve of any kind.

(dy) Charged Company: as defined in **Section 6.1(k)**.

(dz) Claims: all claims, liabilities, obligations, losses, damages, penalties, judgments, proceedings, interest, costs and expenses of any kind (including remedial response costs, reasonable attorneys’ fees and Extraordinary Expenses) at any time (including after Full Payment of the Obligations

or replacement of Agent or any Lender) incurred by any Indemnitee or asserted against any Indemnitee by any Obligor or other Person, in any way relating to (a) any Loans, Letters of Credit, Loan Documents, or the use thereof or transactions relating thereto, (b) any action taken or omitted in connection with any Loan Documents, (c) the existence or perfection of any Liens, or realization upon any Collateral, (d) exercise of any rights or remedies under any Loan Documents or Requirements of Law, or (e) failure by any Obligor to perform or observe any terms of any Loan Document, in each case including all reasonable and documented costs and expenses relating to any investigation, litigation, arbitration or other proceeding (including an Insolvency Proceeding or appellate proceedings), whether or not the applicable Indemnitee is a party thereto (limited in the case of legal fees and expenses, to the reasonable and documented fees and expenses of one counsel to all Indemnities, taken as a whole, and if reasonably necessary, one local counsel in each applicable jurisdiction for all Indemnities, taken as a whole, and in the case of an actual or perceived conflict of interest, (x) one additional counsel to each group of similarly situated affected Indemnities and (y) one additional local counsel to each group of similarly situated affected Indemnities).

(ea) Closing Date: as defined in **Section 6.1**.

(eb) CME: CME Group Benchmark Administration Limited.

(ec) Code: the Internal Revenue Code of 1986.

(ed) Collateral: all Property described in **Section 7.1**, all Property described in any Security Documents as security for any Obligations, and all other Property that now or hereafter secures (or is intended to secure) any Obligations.

(ee) Collateral and Guarantee Requirement: at any time, subject to (x) the applicable limitations set forth in this Agreement and/or any other Loan Document and the terms of the Intercreditor Agreement or any other applicable intercreditor agreement entered into in accordance with the terms hereof, and (y) the time periods (and extensions thereof) set forth in Section 10.1.12, the requirement that, in the case of any Restricted Subsidiary that is required to become an Obligor after the Closing Date (including by ceasing to be an Excluded Subsidiary) or that is designated as an Obligor pursuant to Section 10.1.12(d)(vi), the Agent and its counsel shall have received (A) a Joinder Agreement, (B) if the respective Restricted Subsidiary required to comply with the requirements set forth in this definition pursuant to Section 10.1.12 owns registrations of or applications for U.S. or Canadian Patents, Trademarks and/or Copyrights that constitute Collateral, an Intellectual Property Security Agreement, (C) in the case of a U.S. Subsidiary or Canadian Subsidiary, a completed Perfection Certificate, (D) Uniform Commercial Code and/or PPSA financing statements in appropriate form for filing in such jurisdictions as the Agent or its counsel may reasonably request, (E) an executed joinder to the Intercreditor Agreement and any other applicable intercreditor agreement in substantially the form attached as an exhibit thereto, (F) any Security Documents (or joinders or accessions thereto) governed by the laws of the jurisdiction in which the applicable Obligor is formed or incorporated and/or where Eligible Inventory ~~or Eligible Toptracer-Bays are~~ is located and/or Dominion Accounts are located (in each case, other than any such Eligible Inventory ~~or Eligible Toptracer-Bays~~ that the applicable Obligor elects by written notice to Agent to exclude from the applicable Borrowing Base) (and other jurisdictions reasonably requested by Agent and agreed to by Parent) which the Agent may reasonably request and (G) all other documents and instruments required by Perfection Requirements, including stock certificates evidencing equity of such

Restricted Subsidiary (if certificated) with instruments of transfer executed in blank and delivery of any notices of security to third parties to the extent required to be delivered under any Security Document.

(ef) Commitment: for any Lender, the aggregate amount of such Lender's U.S. Revolver Commitment, Canadian Revolver Commitment and U.K./Dutch Revolver Commitment. "Commitments" means the aggregate amount of all U.S. Revolver Commitments, Canadian Revolver Commitments and U.K./Dutch Revolver Commitments.

Commodity Exchange Act: the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*).

(eg) Communication: this Agreement, any Loan Document and any document, any amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to any Loan Document.

(eh) Company Trademark: collectively, the trademarks owned by the U.S. Borrowers set forth on **Schedule F-1** (as such Schedule may be updated to include additional trademarks with the written consent of all Lenders).

(ei) Compliance Certificate: a certificate, in the form of **Exhibit D**, by which Borrowers certify compliance with **Section 10.3** and for purposes of determination of the Applicable Margin (such certificate to include a calculation of the Fixed Charge Coverage Ratio, whether or not a Covenant Trigger Period is in effect and regardless of the current pricing level as set forth in the Pricing Grid).

(ej) Conforming Changes: (a) with respect to the use, administration of or any conventions associated with SOFR or any proposed Term SOFR Successor Rate or Term SOFR, as applicable, any conforming changes to the definitions of "U.S. Base Rate", "Canadian Base Rate" and "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definitions of "Business Day" and "U.S. Government Securities Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the reasonable discretion of the Agent in consultation with Parent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent reasonably determines in consultation with Parent that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate exists, in such other manner of administration as the Agent reasonably determines in consultation with Parent is reasonably necessary in connection with the administration of this Agreement and any other Loan Document), and (b) with respect to the use, administration of or any conventions associated with **Term CORRA, SONIA, EURIBOR** or any proposed Successor Rate for any currency, any conforming changes to the definitions of "Canadian Prime Rate" and "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definition of "Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the reasonable discretion of the Agent in consultation with Parent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Agent in a manner substantially consistent with market practice for such currency (or, if the Agent reasonably determines in consultation with Parent that adoption of any portion

of such market practice is not administratively feasible or that no market practice for the administration of such rate for such currency exists, in such other manner of administration as the Agent reasonably determines in consultation with Parent is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

(ek) Consolidated Adjusted EBITDA: as to any Person for any period, an amount determined for such Person on a consolidated basis equal to the total of (a) Consolidated Net Income for such period plus (b) the sum, without duplication, of (to the extent deducted in calculating Consolidated Net Income, other than in respect of clauses (vi), (x), (xii) and (xiv) below) the amount of:

(a) consolidated interest expense ~~(x)~~ including (A) fees and expenses paid to the Agent in connection with its services hereunder, (B) other bank, administrative agency (or trustee) and financing fees, (C) costs of surety bonds in connection with financing activities (whether amortized or immediately expensed) and (D) commissions, discounts and other fees and charges owed with respect to letters of credit, bank guarantees, bankers' acceptances or any similar facilities or financing and hedging agreements ~~and (y) excluding cash interest payments in respect of deemed landlord financing liabilities and Specified Capital Lease Obligations~~);

(b) Taxes paid and any provision for Taxes, including income, profits, capital, state, franchise and similar Taxes, foreign withholding Taxes and foreign unreimbursed value added Taxes (including penalties and interest related to any such Tax or arising from any Tax examination, and including pursuant to any Tax sharing arrangement or any intercompany distribution) of such Person paid or accrued during such period;

(c) total depreciation and amortization expense;

(d) any non-Cash Charge, including (A) the excess of rent expense over actual Cash rent paid, including the benefit of lease incentives (in the case of a charge) during such period due to the use of straight line rent for GAAP purposes and/or (B) any non-cash compensation Charge and/or any other non-cash Charge arising from the granting of any stock option or similar arrangement (including any profits interest), the granting of any stock appreciation right and/or similar arrangement (including any repricing, amendment, modification, substitution or change of any such stock option, stock appreciation right, profits interest or similar arrangement); provided that if any such non-Cash charge, expense or loss represents an accrual or reserve for potential Cash items in any future period, such Person may determine not to add back such non-Cash charge in the then-current period;

(e) (A) Transaction Costs, (B) any Charge incurred in connection with the consummation of any transaction (or any transaction proposed and not consummated and whether or not permitted under this Agreement), including any issuance or offering of Capital Stock, any Investment, any acquisition, any Disposition, any recapitalization, any merger, consolidation or amalgamation, any option buyout and/or any incurrence, repayment, refinancing, amendment or modification of Indebtedness (including any amortization or write-off of debt issuance or deferred financing costs, premiums and prepayment penalties) or any similar transaction, (C) the amount of any Charge that is actually reimbursed or reimbursable by any third party pursuant to any indemnification or reimbursement provision or similar agreement or pursuant to insurance; provided that in respect of any Charge that is added back in reliance on clause (C) above, such Person in good faith expects to receive reimbursement for such fee, cost, expense or reserve within the next four Fiscal Quarters (it being understood that to the extent any reimbursement amount is not actually received within such period of four Fiscal Quarters, such reimbursement amount shall be deducted in calculating Consolidated Adjusted EBITDA for such period of four Fiscal Quarters) and (D) Public Company Costs;

(f) ~~if greater than zero, (A) the Annualized New Location EBITDA attributable to any New Location minus (B) the Facility EBITDA attributable to such New Location~~ [reserved];

(g) [reserved];

(h) the amount of any cost, charge, accrual, reserve and/or expense incurred or accrued in connection with any single or one-time event;

(i) the amount of any earn-out and/or other contingent consideration (including contingent consideration accounted for as a bonus, compensation or otherwise) incurred in connection with any acquisition and/or Investment completed prior to the Closing Date and/or any Permitted Acquisition or other Investment permitted by this Agreement consummated on or after the Closing Date, in each case, which accrues or is paid during the applicable period and any adjustment of any thereof;

(j) pro forma “run rate” cost savings, operating expense reductions, operational improvements and synergies (net of the amount of any actual amount realized) reasonably identifiable and factually supportable (in the good faith determination of the Parent and subject, if applicable, to certification by a Responsible Officer of the Parent) related to (A) any asset sale, acquisition, Investment, Disposition, operating improvement, restructuring, cost saving initiative and/or other similar initiative (including any renegotiation of any contract and/or other arrangement) and any specified transaction consummated prior to the Closing Date and (B) any asset sale, acquisition, Investment, Disposition, operating improvement, restructuring, cost saving initiative and/or other similar initiative (including any renegotiation of any contract and/or other arrangement) and any specified transaction consummated on or after the Closing Date (any action or event described in clause (B), a “Business Optimization Initiative”); provided that (1) the relevant cost saving, operating expense reduction, operational improvement and/or synergy must be reasonably expected to be realized within 18 months following the date on which the Parent or its applicable Restricted Subsidiary determines to take the relevant action and (2) the aggregate amount of such cost savings, operating expense reductions, operational improvements and synergies added back in reliance on this clause (x) shall be subject to the Specified Adjustment Cap;

(k) any Charge attributable to the undertaking and/or implementation of any new initiative, business optimization activity, cost savings initiative, cost rationalization program, operating expense reduction and/or synergy and/or similar initiative and/or program (including, without limitation, in connection with any integration, restructuring or transition, any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, any facility closing, consolidation, expansion, extension, reduction, opening and/or pre-opening), including the following: any inventory optimization program and/or any curtailment, any business optimization Charge, any restructuring Charge (including any Charge relating to any tax restructuring), any Charge relating to the closure or consolidation of any facility (including but not limited to rent termination costs, contract termination costs, moving costs and legal costs), any systems implementation Charge, any severance Charge, any Charge relating to entry into a new market or new product line, any Charge relating to any strategic initiative, any signing Charge, any retention or completion bonus, any expansion and/or relocation Charge, any Charge associated with any modification to any pension and post-retirement employee benefit plan, any software development Charge, any Charge associated with new systems design, any implementation Charge, any project startup Charge (including in connection with the international business, the media business, the Protracer business and other new business ventures), any Charge in connection with new operations, any Charge in connection with unused warehouse space, any Charge relating to a new contract, any consulting Charge and/or any corporate development Charge;

(l) proceeds of business interruption insurance in an amount representing the earnings for the applicable period that such proceeds are intended to replace (whether or not then received so long as such Person in good faith expects to receive such proceeds within the next

four Fiscal Quarters (it being understood that to the extent such proceeds are not actually received within such four-Fiscal Quarter period, such proceeds shall be deducted in calculating Consolidated Adjusted EBITDA for such period of four Fiscal Quarters));

(m) realized or unrealized net losses in the fair market value of any arrangement under any Hedging Agreement;

(n) the amount of Cash actually received (or the amount of the benefit of any netting arrangement resulting in reduced Cash expenditures) during such period, and not included in Consolidated Net Income in any period, to the extent that any non-Cash gain relating to such Cash receipt or netting arrangement was deducted in the calculation of Consolidated Adjusted EBITDA pursuant to clause (c)(i) below for any previous period and not added back;

(i) the amount of any pre-opening expense and/or startup cost relating to the acquisition, opening and/or organizing of any new location, new market or new product line, including, without limitation, the cost of any feasibility study, staff-training and recruiting, costs for employees engaged in start-up activities, advertising costs and pre-opening rent costs;

(o) [reserved];

(p) [reserved]; and

(q) the amount of any minority interest expense attributable to minority equity interests of third parties in any non-Wholly-Owned-Subsidiary;

(el) minus (c) to the extent such amounts increase Consolidated Net Income:

(a) any non-Cash gain or income; provided that if any non-Cash gain or income represents an accrual or deferred income in respect of potential Cash items in any future period, such Person may determine not to deduct such non-Cash gain or income in the current period;

(b) any realized or unrealized net gain in the fair market value of any arrangements under Hedging Agreements;

(c) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(v)(C) above (as described in such clause) to the extent the relevant reimbursement amount was not received within the time period required by such clause;

(d) the amount added back to Consolidated Adjusted EBITDA pursuant to clause (b)(xii) above (as described in such clause) to the extent the relevant business interruption insurance proceeds were not received within the time period required by such clause;

(e) to the extent that such Person adds back the amount of any non-Cash charge to Consolidated Adjusted EBITDA pursuant to clause (b)(iv) above, the cash payment in respect thereof in the relevant future period; and

(f) the excess of actual Cash rent paid over rent expense during such period due to the use of straight line rent for GAAP purposes.

(em) Notwithstanding the foregoing, it is understood and agreed that the aggregate amount added back in reliance on clause (b)(x) shall not exceed 25% of Consolidated Adjusted EBITDA for such Test Period (calculated after giving effect to such addbacks and/or adjustments) (this paragraph, the “Specified Adjustment Cap”).

(en) Consolidated Net Income: as to any Person (the “Subject Person”) for any period, the net income (or loss) of the Subject Person on a consolidated basis for such period taken as a single accounting period determined in conformity with GAAP; provided, that there shall be excluded, without duplication,

(eo) (a) (i) the income of any Person (other than a Restricted Subsidiary of the Subject Person) in which any other Person (other than the Subject Person or any of its Restricted Subsidiaries) has a joint interest, except to the extent of the amount of dividends or distributions or other payments (including any ordinary course dividend, distribution or other payment) paid in cash (or to the extent converted into cash) to the Subject Person or any of its Restricted Subsidiaries by such Person during such period or (ii) the loss of any Person (other than a Restricted Subsidiary of the Subject Person) in which any other Person (other than the Subject Person or any of its Restricted Subsidiaries) has a joint interest, other than to the extent that the Subject Person or any of its Restricted Subsidiaries has contributed cash or Cash Equivalents to such Person in respect of such loss during such period,

(ep) (b) any gain or Charge (less all fees and expenses chargeable thereto) attributable to any sale, disposition or abandonment of Capital Stock or other assets (including asset retirement costs) or of returned surplus assets, in each case, outside of the ordinary course of business,

(eq) (c) (i) any gain or Charge from (A) any extraordinary item (as determined in good faith by the relevant Person) and (B) any nonrecurring or unusual item (as determined in good faith by the relevant Person) and/or (ii) any Charge incurred in connection with any actual or prospective legal settlement, fine, judgment or order,

(er) (d) any unrealized or realized net foreign currency translation gain or Charge impacting net income (including any currency re-measurement of Indebtedness, any net gain or Charge resulting from any Hedging Agreement for currency exchange risk associated with the above or any other currency related risk and those resulting from intercompany Indebtedness),

(es) (e) any net gain or Charge with respect to (i) disposed, abandoned, divested and/or discontinued assets, properties or operations (other than, at the option of the Borrower Agent, any asset, property or operation pending the disposal, abandonment, divestiture and/or termination thereof), (ii) the disposal, abandonment, divestiture and/or discontinuation of assets, properties or operations and (iii) any facility that has been closed during such period,

(et) (f) any net income or Charge (less all fees and expenses or charges related thereto) attributable to the early extinguishment of Indebtedness (and the termination of any associated Hedge Agreement),

(eu) (g) (i) any Charge incurred as a result of, pursuant to or in connection with any management equity plan, profits interest or stock option plan or any other management or employee benefit plan or agreement, any pension plan, any stock subscription or shareholder agreement or any distributor equity plan or agreement and (ii) any Charge incurred in connection with the rollover, acceleration or payout of Capital Stock held by management of the Parent and/or any of its subsidiaries; provided that in the case of clause (g)(ii), to the extent such Charge is a Cash Charge, such Charge may only be added back in reliance on this clause (g)(ii) to the extent the same is funded with net Cash

proceeds contributed to the Subject Person as a capital contribution or as a result of the sale or issuance of Capital Stock (other than Disqualified Capital Stock) of the Subject Person,

(ev) (h) any accrual and/or reserve that are required to be established or adjusted as a result of the adoption or modification of accounting policies,

(ew) (i) any (A) write-off or amortization made in such period of deferred financing costs and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness, (B) goodwill or other asset impairment charges, write-offs or write-downs, and (C) amortization of intangible assets, and

(ex) (j) (i) effects of adjustments (including the effects of such adjustments pushed down to the Subject Person and its subsidiaries) in the Subject Person's consolidated financial statements pursuant to GAAP (including in the inventory, property and equipment, software, goodwill, intangible assets, in-process research and development, deferred revenue, advanced billings and debt line items thereof) resulting from the application of recapitalization accounting or acquisition accounting, as the case may be, in relation to the Transactions or any consummated acquisition, Investment or disposition or the amortization or write-off of any amounts thereof and (ii) the cumulative effect of changes (effected through cumulative effect adjustment or retroactive application) in accounting principles or policies.

(ey) Consolidated Total Assets: at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total assets" (or any like caption) on a consolidated balance sheet of the applicable Person at such date.

(ez) Contingent Obligation: of or by any Person (the "Contingent Obligor") means any obligation, contingent or otherwise, of the Contingent Obligor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the "Primary Obligor") in any manner and including any obligation of the Contingent Obligor (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation, (e) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) secured by any Lien on any assets of such Contingent Obligor securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Contingent Obligor (or any right, contingent or otherwise, of any holder of such Indebtedness or other monetary obligation to obtain any such Lien); provided that the term "Contingent Obligation" shall not include (i) endorsements for collection or deposit in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition, Investment, Disposition or other transaction permitted under this Agreement (other than such obligations with respect to Indebtedness) or (ii) the pledge of Capital Stock of a joint venture or Unrestricted Subsidiary securing

capital contributions to, or obligations of, such Persons. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Contingent Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

(fa) Contractual Obligation: as to any Person, any provision of any security issued by such Person or of any agreement, instrument, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which such Person is a party or by which it or any of its property is bound or to which it or any of its properties is subject.

Convertible Notes: the Parent's 2.75% Convertible Senior Notes due 2026.

(fb) Copyright: the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing.

~~**Core Property: assets and property of the Parent and/or its Restricted Subsidiaries that are subject to (a) the Existing Master Facility Lease and defined as "Core Property" in the Existing Master Facility Lease as of the Closing Date with such changes to the definition thereof consented to in writing by the Required Lenders, or (b) a New Facility Lease and defined as "Core Property" or a functionally equivalent term in such New Facility Lease (provided that "Core Property" or such functionally equivalent term shall be defined in a manner, taken as a whole, that is not, in the good faith determination of the Borrower Agent, materially less favorable to the Lenders than "Core Property" as defined in the Existing Master Facility Lease); provided that "Core Property" shall not include any assets or property of the Parent or any of its Restricted Subsidiaries if (i) the landlord under the applicable Specified Facility Lease has waived or otherwise permitted the pledge of such assets or property or any subset of such assets or property (but only to the extent of such waiver or permission); it being understood and agreed that no Obligor shall be required to seek any such waiver or permission, (ii) such assets or property or any subset thereof (but only to the extent of such subset) are no longer "Core Property" (or, in the case of a New Facility Lease, a functionally equivalent term) under the applicable Specified Facility Lease or (iii) the applicable Specified Facility Lease is no longer in existence or in effect.**~~

CORRA: the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

(fc) Costco: Costco Wholesale Corporation, a Washington corporation.

(fd) Covenant Trigger Period: the period (a) commencing on the day that Net Excess Availability is less than, at any time, an amount equal to the Covenant Trigger Period Threshold Percentage of the Maximum Facility Amount; and (b) continuing until, during the preceding 30 consecutive days, Net Excess Availability has been greater than, at all times, an amount equal to the Covenant Trigger Period Threshold Percentage of the Maximum Facility Amount.

(fe) Covenant Trigger Period Threshold Percentage: 10%.

Covered Entity: (a) a "covered entity," as defined and interpreted in accordance with 12 C.F.R. §252.82(b); (b) a "covered bank," as defined in and interpreted in accordance with 12 C.F.R. §47.3(b); or (c) a "covered FSI," as defined in and interpreted in accordance with 12 C.F.R. §382.2(b).

(ff) Credit Card Issuer: any person (other than an Obligor) who issues or whose members issue credit cards, including, without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or through American Express Travel Related Services Company, Inc., and Novus Services, Inc. and other issuers approved by Agent in its Credit Judgment; provided, that "Credit Card Issuer" shall not include any non-United States credit card issuers.

(fg) Credit Card Notification: a notification, in form and substance reasonably satisfactory to Agent, which has been executed on behalf of an Obligor and delivered to such Obligor's applicable credit card clearinghouse or processor.

(fh) Credit Card Processor: any servicing or processing agent or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any U.S. Domiciled Obligor's or U.K. Borrowers' sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

(fi) Credit Card Receivables: each "payment intangible" (as defined in the UCC) together with all income, royalties, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to an U.S. Domiciled Obligor or a U.K. Borrower resulting from charges by a customer of an U.S. Domiciled Obligor or a U.K. Borrower on credit or debit cards issued by such Credit Card Issuer or facilitated, serviced, processed or managed by such Credit Card Processor, in connection with the sale of goods by an U.S. Domiciled Obligor or a U.K. Borrower, or services performed by an U.S. Domiciled Obligor or a U.K. Borrower or otherwise relating to credit or debit cards or related services, in each case in the Ordinary Course of Business.

(fj) Credit Judgment: Agent's judgment exercised in good faith and in the exercise of reasonable business judgment (from the perspective of a secured asset-based lender), based upon its consideration of any factor that it believes (a) could reasonably be expected to adversely affect the quantity, quality, mix or value of Collateral (including any Requirements of Law that may inhibit collection of an Account), the enforceability or priority of Agent's Liens, or the amount that Agent and Lenders could receive in liquidation of any Collateral; (b) provides a reasonable basis to conclude that any collateral report or financial information delivered by any Obligor is incomplete, inaccurate or misleading in any material respect; or (c) materially increases the likelihood of any Insolvency Proceeding involving an Obligor. In exercising such judgment, Agent may consider any factors that could reasonably be expected to increase the credit risk of lending to Borrowers on the security of the Collateral; provided that, as it relates to the establishment or adjustment of reserves or the modification of eligibility standards or criteria, Credit Judgment shall require: (x) the contributing factors to the

establishment or adjustment of any reserves or the modification of eligibility standards or criteria shall not duplicate (i) the exclusionary criteria set forth in the applicable eligibility definitions, and vice versa or (ii) reserves deducted in computing book value and (y) the effect of any adjustment or modification of exclusionary criteria or the establishment of any reserve be a reasonable quantification (as reasonably determined by Agent) of the incremental dilution of the Borrowing Base attributable to such contributing factors, and (z) eligibility criteria will not be revised by Agent unless to address the results of any information with respect to the Borrowers' business or assets of which Agent becomes aware after the Closing Date, including any field examination or appraisal performed by (or on behalf of) Agent from time to time after the Closing Date.

(fk) Credit Party: Agent, a Lender or an Issuing Bank; and "Credit Parties" means Agent, Lenders and Issuing Banks.

(fl) Creditor Representative: under any Requirements of Law, a receiver, interim receiver, receiver and manager, trustee (including any trustee in bankruptcy), custodian, conservator, administrator, examiner, sheriff, monitor, assignee, liquidator, provisional liquidator, sequestrator or similar officer or fiduciary.

(fm) CRR: either CRR-EU or, as the context may require, CRR-UK.

(fn) CRR-EU: regulation 575/2013 of the European Union on prudential requirements for credit institutions and investment firms and regulation 2019/876 of the European Union amending Regulation (EU) No 575/2013 and all delegated and implementing regulations supplementing that regulation.

(fo) CRR-UK: CRR-EU as amended and transposed into the laws of the United Kingdom by the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020 and as amended by the Capital Requirements (Amendment) (EU Exit) Regulations 2019.

(fp) Customary Bridge Loans: customary bridge loans with a maturity date not longer than one year from the date of incurrence; provided that (a) the Weighted Average Life to Maturity of any loan, note, security or other Indebtedness which is exchanged for or otherwise replaces such bridge loans is not shorter than the Weighted Average Life to Maturity of any class of then-existing loans under the Term Loan Facility Agreement, and (b) the final maturity date of any loan, note, security or other Indebtedness which is exchanged for or otherwise replaces such bridge loans is not earlier than the Latest Maturity Date on the date of the issuance or incurrence thereof.

(fq) CWA: the Clean Water Act (33 U.S.C. §§ 1251 et seq.).

(fr) Daily Simple SOFR: with respect to any applicable determination date, the secured overnight financing rate published on the FRBNY website (or any successor source satisfactory to Agent).

(fs) Debtor Relief Laws: means the Bankruptcy Code of the U.S., and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, arrangement, receivership, insolvency, debt adjustment law, reorganization, administration or similar

debtor relief laws of the U.S. or other applicable jurisdictions (whether state, provincial, federal or foreign and including applicable corporate statutes) from time to time in effect and affecting the rights of creditors generally, including the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-up and Restructuring Act (Canada), the Insolvency Act 1986 (UK), the Enterprise Act 2002 (UK) and/or the Corporate Insolvency & Governance Act 2020 (UK).

(ft) Default: an event or condition that, with the lapse of time or giving of notice, would constitute an Event of Default.

(fu) Default Rate: for any Obligation (including, to the extent permitted by law, interest not paid when due), 2% plus the interest rate otherwise applicable thereto.

(fv) Defaulting Lender: any Lender that, as determined by Agent, (a) has failed to perform any funding obligations hereunder, and such failure is not cured within three Business Days; (b) has notified Agent or any Borrower that such Lender does not intend to comply with its funding obligations hereunder or has made a public statement to the effect that it does not intend to comply with its funding obligations hereunder or under any other credit facility; (c) has failed, within three Business Days following request by Agent, to confirm in a manner satisfactory to Agent that such Lender will comply with its funding obligations hereunder; or (d) has, or has a direct or indirect parent company that has, become the subject of an Insolvency Proceeding (including reorganization, liquidation, or appointment of a receiver, custodian, administrator or similar Person by the Federal Deposit Insurance Corporation or any other regulatory authority), or Bail-In Action; provided, however, that a Lender shall not be a Defaulting Lender solely by virtue of a Governmental Authority's ownership of an equity interest in such Lender or parent company unless the ownership provides immunity for such Lender from jurisdiction of courts within the United States or from enforcement of judgments or writs of attachment on its assets, or permits such Lender or Governmental Authority to repudiate or otherwise to reject such Lender's agreements.

(fw) Demand Date: as defined in **Section 5.11.7(h)**.

(fx) Deposit Account: as defined in the UCC (and/or with respect to any Deposit Account located in Canada and/or the U.K. and/or the Netherlands and/or the Republic of Ireland, any bank account with a deposit function).

(fy) Deposit Account Control Agreements: the deposit account control agreements to be executed by each institution maintaining a Deposit Account for an Obligor, in favor of Agent, for the benefit of the applicable Secured Parties, and shall include, in the case of any Deposit Accounts domiciled outside the United States or Canada, notice to and acknowledgement from the relevant institution maintaining that Deposit Account.

Derivative Transaction: (a) any interest-rate transaction, including any interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap, collar or floor), and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange-rate transaction, including any cross-currency interest-rate swap, any forward foreign-exchange contract, any currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including

precious metal) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees, members of management, managers or consultants of the Parent or its subsidiaries shall be a Derivative Transaction.

(fz) Designated Non-Cash Consideration: the fair market value (as determined by the Borrower Agent in good faith) of non-Cash consideration received by the Parent or any Restricted Subsidiary in connection with any Disposition pursuant to Section 10.2.7(h) and/or Section 10.2.8 that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower Agent, setting forth the basis of such valuation (which amount will be reduced by the amount of Cash or Cash Equivalents received in connection with a subsequent sale or conversion of such Designated Non-Cash Consideration to Cash or Cash Equivalents).

(ga) Designated Obligations: as defined in **Section 14.11(a)(v)**.

(gb) Dilution Percent: the percent, for any period determined by Agent, equal to (a) bad debt write-downs or write-offs, discounts, returns, promotions, credits, credit memos and other dilutive items with respect to Accounts of the U.S. Borrowers (in the case of the U.S. Dilution Reserve), the Canadian Borrower (in the case of the Canadian Dilution Reserve), or the U.K./Dutch Borrowers (in the case of the U.K./Dutch Dilution Reserve), divided by (b) gross sales of the U.S. Borrowers (in the case of the U.S. Dilution Reserve), of the Canadian Borrower (in the case of the Canadian Dilution Reserve), or of the U.K./Dutch Borrowers (in the case of the U.K./Dutch Dilution Reserve).

(gc) Direction: as defined in **Section 5.9.2(a)(ii)(A)**.

(gd) Discharged: Indebtedness that has been defeased (pursuant to a contractual or legal defeasance) or discharged pursuant to the prepayment or deposit of amounts sufficient to satisfy such Indebtedness as it becomes due or irrevocably called for redemption (and regardless of whether such Indebtedness constitutes a liability on the balance sheet of the obligors thereof); *provided, however*, that the Indebtedness shall be deemed Discharged if the payment or deposit of all amounts required for defeasance or discharge or redemption thereof have been made even if certain conditions thereto have not been satisfied, so long as such conditions are reasonably expected to be satisfied within ninety-five (95) days after such prepayment or deposit.

(ge) Disposition or Dispose: the sale, lease, sublease, license, sublicense or other disposition of any property of any Person.

(gf) Disqualified Capital Stock: any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued, (b) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Capital Stock that would constitute Disqualified Capital Stock, in each case at any time on or prior to 91 days following the Latest Maturity Date at the time such Capital

Stock is issued, (c) contains any mandatory repurchase obligation or any other repurchase obligation at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, which may come into effect prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued or (d) provides for the scheduled payments of dividends in Cash on or prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued; provided that (x) any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of any change of control or any Disposition occurring prior to 91 days following the Latest Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that the issuer thereof will not redeem any such Capital Stock pursuant to such provisions prior to Full Payment and (y) for purposes of clauses (a) through (d) above, it is understood and agreed that if any such maturity, redemption conversion, exchange, repurchase obligation or scheduled payment is in part, only such part coming into effect prior to the date that is 91 days following the Latest Maturity Date (determined at the time such Capital Stock is issued) shall constitute Disqualified Capital Stock.

(gg) Notwithstanding the preceding sentence, (A) if such Capital Stock is issued pursuant to any plan for the benefit of directors, officers, employees, members of management, managers or consultants or by any such plan to such directors, officers, employees, members of management, managers or consultants, in each case in the ordinary course of business of the Parent or any Restricted Subsidiary, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations, and (B) no Capital Stock held by any future, present or former employee, director, officer, manager, member of management or consultant (or their respective Affiliates or Immediate Family Members) of the Parent (or any subsidiary) shall be considered Disqualified Capital Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

(gh) Document: as defined in the UCC (and/or with respect to any Document of a Canadian Subsidiary, a “document of title” as defined in the PPSA).

(gi) Dollar Equivalent: on any date, with respect to any amount denominated in Dollars, such amount in Dollars, and with respect to any stated amount in a currency other than Dollars, the amount of Dollars that Agent determines (which determination shall be conclusive and binding absent manifest error) would be necessary to be sold on such date at the applicable Exchange Rate to obtain the stated amount of the other currency.

(gj) Dollars: lawful money of the United States.

(gk) Domestic Subsidiary: any Restricted Subsidiary incorporated or organized under the laws of the U.S., any state thereof or the District of Columbia.

(gl) Dominion Account: with respect to the U.S. Domiciled Obligors, a U.S. Dominion Account; with respect to the Canadian Domiciled Obligors, a Canadian Dominion Account; with respect to the U.K. Domiciled Obligors, a U.K. Dominion Account; and with respect to the Dutch Domiciled Obligors, a Dutch Dominion Account.

(gm) Dominion Trigger Period: the period (a) commencing on the day that an Event of Default occurs, or Net Excess Availability is less than: (i) an amount equal to 10% of the Maximum Facility Amount for five (5) consecutive Business Days, or (ii) 7.5% of the Maximum Facility Amount at any time, and (b) continuing until, during the preceding 30 consecutive days, no Event of Default has existed and Net Excess Availability has been greater than, at all times, an amount equal to 10% of the Maximum Facility Amount. Agent will endeavor to provide copies of each notice of control Agent sends to any Dominion Account bank to Borrower Agent substantially contemporaneously with providing such notice to such Dominion Account bank; provided, however, that the failure of Agent to provide a copy of any such notice to Borrower Agent shall not give rise to any liability on the part of Agent and shall not affect the validity and effectiveness of such notice.

(gn) Dutch Borrower: as defined in the preamble to this Agreement.

(go) Dutch Domiciled Obligor: each Dutch Subsidiary which is at any time an Obligor, and “Dutch Domiciled Obligors” means all such Persons, collectively.

(gp) Dutch Dominion Account: a special account established by the Dutch Borrower at Bank of America (or any branch or Affiliate thereof) or another bank reasonably acceptable to Agent, over which Agent has a Lien governed by the law of the jurisdiction in which such account is domiciled and exclusive control for withdrawal purposes during any Dominion Trigger Period.

(gq) Dutch Omnibus Pledge: the Dutch law omnibus pledge agreement to be granted by the Dutch Borrower in favor of Agent in connection with certain Deposit Accounts, Accounts and Inventory located in the Netherlands, as may be amended, restated, supplemented or otherwise modified from time to time.

(gr) Dutch Pledged Cash: the funds maintained in a blocked Deposit Account or securities account of a Dutch Borrower subject to a Deposit Account Control Agreement or securities account control agreement, as applicable, which give Agent at all times exclusive access and control for withdrawal purposes to the exclusion of the Dutch Borrower and precluding the Dutch Borrower from withdrawing or otherwise giving any instructions in connection therewith and which may not be withdrawn without the Agent’s prior written consent (such consent not to be withheld if (i) upon and after giving effect to such withdrawal, no Default or Event of Default shall have occurred and be continuing and (ii) immediately after such withdrawal (for clarification, including after giving effect to any recalculation of the U.K./Dutch Borrowing Base upon giving effect to such withdrawal), U.K./Dutch Availability would be a positive number), and which are subject to effective security documents governed by the law of the jurisdiction in which such Deposit Account is domiciled in form and substance reasonably satisfactory to Agent, that provide Agent with a perfected first priority/ranking security interest in and Lien on such funds (subject to Liens of the depository bank having priority by law).

(gs) Dutch Security Documents: the Dutch Omnibus Pledge, the Dutch Share Pledge and any other similar agreement, instrument or document governed by the laws of any jurisdiction, including Germany, in each case now or hereafter securing (or given with the intent to secure) the U.K./Dutch Facility Obligations.

(gt) Dutch Share Pledge: the Dutch law share pledge agreement to be granted by the U.K. Borrower over the shares in the Dutch Borrower in favor of the Agent, as may be amended, restated, supplemented or otherwise modified from time to time.

(gu) Dutch Subsidiary: a Subsidiary of Parent incorporated or organized under the laws of the Netherlands.

EEA Financial Institution: (a) any credit institution or investment firm established in an EEA Member Country that is subject to the supervision of an EEA Resolution Authority; (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) above; or (c) any financial institution established in an EEA Member Country that is a subsidiary of an institution described in the foregoing clauses and is subject to consolidated supervision with its parent.

EEA Member Country: any of the member states of the European Union, Iceland, Liechtenstein and Norway.

(gv) EEA Resolution Authority: any public administrative authority or any Person entrusted with public administrative authority of an EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

(gw) Electronic Copy: as defined in **Section 14.8**.

(gx) Electronic Record and Electronic Signature: as defined in **Section 14.8**.

(gy) Eligible Account: an Account owing to a Borrower that arises in the Ordinary Course of Business from the sale of goods ~~(or, solely with respect to the Toptracer Bays, the lease or license thereof)~~ or rendition of services (but excluding, for the avoidance of doubt, Credit Card Receivables), is payable in Dollars (or, in the case of: (w) an Account owing to the Canadian Borrower, in Dollars or Canadian Dollars, (x) an Account owing to the Dutch Borrower, in Dollars, Euros, Swedish Kroner, Danish Kroner, Norwegian Kroner, or British Pounds, (y) [reserved], and (z) an Account owing to a U.K. Borrower in Dollars, Euros, or British Pounds), and is deemed by Agent, in its Credit Judgment, to satisfy the criteria set forth below. No Account shall be an Eligible Account if (a) it is unpaid for more than 60 days after the original due date (or up to an additional 30 days as Agent may approve on an Account Debtor by Account Debtor basis in its sole discretion), or it is unpaid for more than 150 days after the original invoice date (or up to an additional 30 days as Agent may approve on an Account Debtor by Account Debtor basis in its sole discretion); (b) 50% or more of the Accounts owing by the Account Debtor are not Eligible Accounts under the foregoing clause; (c) when aggregated with other Accounts owing by the Account Debtor and such Account Debtor's Affiliates, it exceeds 15% of the aggregate Eligible Accounts (or such higher percentage as Agent may establish for the Account Debtor and its Affiliates from time to time in its Credit Judgment); provided that, (i) with respect to Accounts owing by Dick's Sporting Goods and its Affiliates, such percentage shall be 50%, and (ii) with respect to Accounts owing by Amazon and its Affiliates, such percentage shall be 35%; (d) it does not conform with a covenant or representation herein; (e) it is owing by a creditor ~~(other than a lessee or licensee of a Toptracer Bay)~~ or supplier, or is otherwise subject to a potential offset, counterclaim, dispute, deduction, discount, recoupment, reserve, defense, chargeback, credit or allowance (but ineligibility shall be limited to the amount thereof); (f) an Insolvency Proceeding has been commenced by or against the Account

Debtor; or the Account Debtor has failed, has suspended or ceased doing business, is liquidating, dissolving or winding up its affairs, or is not Solvent, or is the target of any Sanction or on any specially designated nationals list maintained by OFAC; or the Borrower that originated such Account is not able to bring suit or enforce remedies against the Account Debtor through judicial process; (g) with respect to Accounts owing to: (i) the U.S. Borrowers or the Canadian Borrower, the Account Debtor is organized or has its principal offices or assets outside the United States or Canada, (ii) [reserved], (iii) the U.K. Borrowers, the Account Debtor is organized or has its principal offices or assets outside of England, Wales, Scotland, Northern Ireland, the United States, Singapore, Hong Kong, Australia, New Zealand, Canada, Switzerland, Norway, or any country which was a Participating Member State of the European Union prior to May 1, 2004, and (iv) the Dutch Borrower, the Account Debtor is organized or has its principal offices or assets outside of the United States, Canada, Switzerland, Norway, England, Wales, Scotland, Northern Ireland or any country which was a Participating Member State of the European Union prior to May 1, 2004; (h) it is owing by a Government Authority, unless the Account Debtor is the United States or any department, agency or instrumentality thereof and the Account has been assigned to Agent in compliance with the Assignment of Claims Act or the Account Debtor is the federal government of Canada or any Crown corporation, department, agency or instrumentality of Canada and the Canadian Borrower has complied, to the satisfaction of Agent, with the Financial Administration Act or other applicable law; (i) it is not subject to a duly perfected, first priority (in the case of Accounts owing to a U.K. Borrower, expressed as a fixed charge) Lien in favor of Agent, or is subject to any other Lien (other than: (x) subject to the terms of the Intercreditor Agreement, Liens granted to Term Loan Collateral Agent pursuant to the Term Loan Documents, and (y) Liens subordinate to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement entered into in accordance with the terms hereof); (j) the goods giving rise to it have not been delivered to the Account Debtor, the services giving rise to it have not been accepted by the Account Debtor, or it otherwise does not represent a final sale ~~(other than a lease or licenses of a Toptracer Bay)~~; (k) it is evidenced by Chattel Paper ~~(other than Chattel Paper consisting of a lease or license of Toptracer Bays)~~ or an Instrument of any kind, or has been reduced to judgment; (l) its payment has been extended or the Account Debtor has made a partial payment; (m) it arises from a sale to an Affiliate, from a sale on a cash-on-delivery, bill-and-hold, sale-or-return, sale-on-approval, consignment, or other repurchase or return basis; (n) it represents a progress billing or retainage, or relates to services for which a performance, surety or completion bond or similar assurance has been issued; or (o) it includes a billing for interest, fees or late charges, but ineligibility shall be limited to the extent thereof. In calculating delinquent portions of Accounts under clauses (a) and (b), credit balances more than 60 days old (or such later date as Agent may approve in its sole discretion) will be excluded.

(gz) The criteria for Eligible Accounts set forth above may only be changed and any new criteria for Eligible Accounts may only be established by Agent in its Credit Judgment, based on: (i) an event, condition or other circumstance arising after the date hereof, (ii) an event, condition or other circumstance existing on the date hereof to the extent that the Agent has no knowledge thereof or its effect on the Account, or (iii) facts, information, or circumstances provided to or learned by Agent in the course of its administration of the facility, including, without limitation, in connection with field exams, audits, reports and other information received, and observance of Collateral and the Obligors' business performance, in any case under clauses (i), (ii) or (iii), which adversely affects or would reasonably be expected to adversely affect the Accounts as determined by Agent in its Credit Judgment.

~~Notwithstanding anything contained herein to the contrary, no Accounts of Topgolf and its Subsidiaries shall be Eligible Accounts until such time as Agent has first completed a field exam after the Closing Date with respect to Topgolf and its Subsidiaries, the results of which are satisfactory to Agent in its Credit Judgment.~~

(ha) Eligible Assignee: a Person that is (i) a Lender or a U.S.-based Affiliate of a Lender, (ii) if such Person is to hold U.S. Facility Obligations, an Approved Fund; (iii) if such Person is to hold Canadian Facility Obligations, such person is at all times, other than during any Event of Default, a Canadian Qualified Lender and an Affiliate or branch of a U.S. Lender, (iv) if such Person is to hold U.K./Dutch Facility Obligations, such person is at all times, other than during any Event of Default, a U.K. Qualified Lender and an Affiliate or branch of a U.S. Lender; (v) [reserved]; (vi) any other financial institution approved by Agent and Borrower Agent (which approval by Borrower Agent shall not be unreasonably withheld or delayed), that is organized under the laws of the United States or Canada or any state, province or district thereof, has total assets in excess of \$5 billion, extends asset-based lending facilities in its Ordinary Course of Business and whose becoming an assignee would not constitute a prohibited transaction under Section 4975 of the Code or any other Requirements of Law; and (vii) during any Event of Default, any Person acceptable to Agent in its discretion.

(hb) Eligible Costco Inventory: Inventory consisting of finished goods owned by a U.S. Borrower and consigned to Costco that would otherwise be Eligible Inventory if it were not consigned to a Person in violation of clause (h)(i) of the definition of “Eligible Inventory” and either (a) Costco has delivered to Agent a Lien Waiver with respect to such Inventory, or (b) Costco is rated BBB- (or better) by S&P and Baa3 (or better) by Moody’s as of the applicable date of determination.

(hc) Eligible Credit Card Receivables: a Credit Card Receivable of a U.S. Domiciled Obligor or a U.K. Borrower that arises in the Ordinary Course of Business, is payable in Dollars (or, in the case of a Credit Card Receivable of a U.K. Borrower, in Dollars, Euros, or British Pounds), and is deemed by Agent, in its Credit Judgment, to satisfy the criteria set forth below. No Credit Card Receivable shall be an Eligible Credit Card Receivable if: (a) it does not constitute a “payment intangible” (as defined in the UCC); (b) it has been outstanding for more than five (5) Business Days from the date of sale; (c) (i) it is not subject to a perfected first-priority security interest in favor of Agent (in the case of Credit Card Receivables owing to a U.K. Borrower, expressed as a fixed charge), or (ii) with respect to which an U.S. Domiciled Obligor or a U.K. Borrower does not have good and valid title thereto, free and clear of any Lien (other than: (x) subject to the terms of the Intercreditor Agreement, Liens granted to Term Loan Collateral Agent pursuant to the Term Loan Documents, and (y) Liens subordinate to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement entered into in accordance with the terms hereof); (d) it is disputed, is with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (to the extent of such claim, counterclaim, offset or chargeback); (e) the applicable Credit Card Issuer or a Credit Card Processor has the right under certain circumstances to require an Obligor to repurchase the Credit Card Receivables from such Credit Card Issuer or Credit Card Processor (excluding, for the avoidance of doubt, any right of chargeback in the ordinary course); (f) it is due from a Credit Card Issuer or a Credit Card Processor of the applicable credit card which (i) is the subject of any Insolvency Proceeding or has failed, has suspended or ceased doing business, is liquidating, dissolving or winding up its affairs, or is not Solvent, or (ii) is a target of Sanctions or on any specially designated nationals list maintained by OFAC; (g) it is not a valid, legally enforceable obligation of the applicable Credit Card Issuer or a Credit Card Processor with respect thereto; (h) it is

due from a Credit Card Issuer or a Credit Card Processor of the applicable credit card which has not been sent a Credit Card Notification; (i) it does not conform in all material respects to all representations, warranties or other provisions in the Loan Documents relating to Credit Card Receivables; or (i) with respect to Credit Card Receivables owing to a U.K. Borrower, the Credit Card Processor is organized outside of, or does not have an office in, any legal jurisdiction of the United Kingdom.

(hd) The criteria for Eligible Credit Card Receivables set forth above may only be changed and any new criteria for Eligible Credit Card Receivables may only be established by Agent in its Credit Judgment, based on: (i) an event, condition or other circumstance arising after the date hereof, (ii) an event, condition or other circumstance existing on the date hereof to the extent that the Agent has no knowledge thereof or its effect on the Credit Card Receivable, or (iii) facts, information, or circumstances provided to or learned by Agent in the course of its administration of the facility, including, without limitation, in connection with field exams, audits, reports and other information received, and observance of Collateral and the Obligors' business performance, in any case under clauses (i), (ii) or (iii), which adversely affects or would reasonably be expected to adversely affect the Credit Card Receivables as determined by Agent in its Credit Judgment.

~~Notwithstanding anything contained herein to the contrary, no Credit Card Receivables of Topgolf and its Subsidiaries shall be Eligible Credit Card Receivables until such time as Agent has first completed a field exam after the Closing Date with respect to Topgolf and its Subsidiaries, the results of which are satisfactory to Agent in its Credit Judgment.~~

(he) Eligible Inventory: Inventory owned by a Borrower that Agent, in its Credit Judgment, deems to satisfy the criteria set forth below. No Inventory shall be Eligible Inventory unless it (a) is finished goods or raw materials, and not packaging or shipping materials, labels, samples, display items, bags, replacement parts or manufacturing supplies; (b) is not held on consignment, nor subject to any deposit or down payment; (c) is in new and saleable condition and is not damaged, defective, shopworn or otherwise unfit for sale; (d) is not slow-moving (as determined by Agent in its Credit Judgment from time to time), perishable, obsolete or unmerchantable, and does not constitute returned or repossessed goods; (e) meets all standards imposed by any Governmental Authority, has not been acquired from a Person that is the target of any Sanction or on any specially designated nationals list maintained by OFAC, and does not constitute hazardous materials under any Environmental Law; (f) conforms with the covenants and representations herein; (g) is subject to Agent's duly perfected, first priority Lien which must, (i) in the case of any Inventory of a U.K./Dutch Borrower or a U.S. Borrower located in Germany, be a German law governed Lien pursuant to a security transfer agreement in a form substantially consistent in all material respects with any applicable German law security transfer agreement executed and delivered pursuant the Fourth Amended and Restated Loan and Security Agreement or pursuant to this Agreement prior to the Third Amendment Effective Date, or in such other form as may be reasonably acceptable to Agent, and (ii) in the case of any Inventory of the Dutch Borrower or U.S. Borrowers located in the United Kingdom, be an English law governed Lien pursuant to a floating charge on substantially the same terms as the U.K. Security Agreements, and no other Lien (other than: (x) subject to the terms of the Intercreditor Agreement, Liens granted to Term Loan Collateral Agent pursuant to the Term Loan Documents, and (y) Liens subordinate to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement entered into in accordance with the terms hereof); (h) (i) other than Eligible Costco Inventory, is not consigned to any Person, and (ii) other than Eligible In-Transit Inventory, is within: (A) the United States, Germany or the United Kingdom, in the case of Inventory of a

U.S. Borrower, (B) Canada, in the case of Inventory of the Canadian Borrower, (C) [reserved], (D) the United Kingdom or Germany in the case of Inventory of any U.K. Borrower, and (E) the Netherlands or the United Kingdom in the case of Inventory of the Dutch Borrower; (i) other than Eligible In-Transit Inventory, is not in transit unless it is, in the case of: (i) Inventory of a U.S. Borrower, in transit between facilities in the United States of any U.S. Borrower, (ii) Inventory of the Canadian Borrower, in transit between facilities in Canada of the Canadian Borrower, (iii) [reserved], (iv) Inventory of any U.K. Borrower, in transit between facilities in England, Wales, Scotland or Northern Ireland of any U.K. Borrower, and (v) Inventory of the Dutch Borrower, in transit between facilities in the Netherlands of the Dutch Borrower or in between facilities in the United Kingdom of the Dutch Borrower; (j) is not subject to any warehouse receipt or negotiable Document; (k) is not subject to any License or other arrangement that restricts such Borrower's or Agent's right to dispose of such Inventory, unless Agent has received an appropriate Lien Waiver; (l) is not located on leased premises or in the possession of a warehouseman, processor, repairman, mechanic, shipper, freight forwarder or other Person, unless the lessor or such Person has delivered a Lien Waiver or an appropriate U.S. Rent and Charges Reserve (in the case of the U.S. Borrowers), a Canadian Rent and Charges Reserve (in the case of the Canadian Borrower), or a U.K./Dutch Rent and Charges Reserve (in the case of the U.K./Dutch Borrowers) has been established; and (m) is reflected in the details of a current perpetual inventory report.

(hf) The criteria for Eligible Inventory set forth above may only be changed and any new criteria for Eligible Inventory may only be established by Agent in its Credit Judgment, based on: (i) an event, condition or other circumstance arising after the date hereof, (ii) an event, condition or other circumstance existing on the date hereof to the extent that the Agent has no knowledge thereof or its effect on Inventory, or (iii) facts, information, or circumstances provided to or learned by Agent in the course of its administration of the facility, including, without limitation, in connection with field exams, audits, reports and other information received, and observance of Collateral and the Obligors' business performance, in any case under clauses (i), (ii) or (iii), which adversely affects or would reasonably be expected to adversely affect the Inventory as determined by Agent in its Credit Judgment.

(hg) Eligible In-Transit Inventory: Inventory consisting of finished goods owned by a Borrower that would be Eligible Inventory if it were not subject to a Document and in transit from a foreign location to a location of a Borrower within the United States, Canada, England, Wales, Scotland, Northern Ireland, the Netherlands, and that Agent, in its Credit Judgment, deems to be Eligible In-Transit Inventory, and thus to be Eligible Inventory. Without limiting the foregoing, no Inventory shall be Eligible In-Transit Inventory unless it (a) is finished goods, (b) has been delivered to a carrier in a foreign port or foreign airport for receipt by a Borrower in the United States (in the case of the U.S. Borrowers) or the United Kingdom (in the case of the U.S. Borrower(s) party to the U.K. Inventory Charge) or Canada (in the case of the Canadian Borrower) or the Netherlands, England, Wales, Scotland or Northern Ireland (in the case of the U.K. Borrowers) or the Netherlands or the United Kingdom (in the case of the Dutch Borrower) within sixty (60) days of the date of determination, but which has not yet been received by the applicable Borrower, (c) is subject to a negotiable Document showing Agent (or, with the consent of Agent, the applicable Borrower) as consignee, which Document is in the possession of Agent or such other Person as Agent shall approve in its Credit Judgment; (d) is fully insured in a manner satisfactory to Agent in its Credit Judgment; (e) has been identified to the applicable sales contract and title has passed to the applicable Borrower; (f) is not sold by a vendor that has a right to reclaim, divert shipment of, repossess, stop delivery, claim any reservation of title or otherwise assert Lien rights against the

Inventory, or with respect to whom any Borrower is in material default of any obligations; (g) is subject to purchase orders and other sale documentation satisfactory to Agent in its Credit Judgment; (h) is shipped by a common carrier that is not affiliated with the vendor and is not the target of any Sanction or on any specially designated nationals list maintained by OFAC; and (i) is being handled by a customs broker, freight-forwarder or other handler that has delivered a Lien Waiver.

(hh) Eligible Real Estate: Real Estate owned by a U.S. Borrower that is located at 2180 Rutherford Road, Carlsbad, CA 92008, and that Agent, in its Credit Judgment, deems to satisfy the criteria set forth in the subsequent sentence. Such Real Estate shall not be Eligible Real Estate unless: (a) a first priority Mortgage, in substantially the form executed prior to the Closing Date, has been executed, delivered and recorded with respect to such Real Estate, (b) Agent shall have received the Related Real Estate Documents with respect to such Real Estate, and (c) to the extent any alterations, improvements or new construction, structural or otherwise, (herein called collectively "alterations"), of or on such Real Estate are made after the Closing Date, such alterations are made subject to the following conditions: (i) all work done in connection with any alterations shall be done with reasonable promptness and in a reasonable and workmanlike manner; (ii) the cost of all alterations shall be paid when due so as to keep such Real Estate free of all mechanic's, materialmen's and similar liens except inchoate liens and liens that are being contested in good faith by appropriate proceedings and for which the Parent has set aside on its books adequate reserves in accordance with GAAP; (iii) no alterations of any kind shall be made to such Real Estate that shall reduce the value of such Real Estate in any material respect; and (iv) no alteration involving an estimated cost of materials and construction labor as reasonably estimated by Parent in excess of \$10,000,000 shall be undertaken without the prior written consent of Agent (which shall not be unreasonably withheld or delayed).

~~**Eligible Toptracer Bays: Toptracer Bays leased or licensed by a U.S. Borrower or a U.K. Borrower that Agent, in its Credit Judgment, deems to satisfy the criteria set forth below. No Toptracer Bay shall be an Eligible Toptracer Bay if (a) it is not the subject of a valid and enforceable lease or license agreement with an Account Debtor; (b) a U.S. Borrower or a U.K. Borrower does not have good, valid and enforceable title to the lease or license governing such Toptracer Bay and all goods necessary for the operation of such Toptracer Bay, pursuant to all applicable laws; (c) it is not in good working order and condition, fully operational and suitable for rent, lease or license; (d) it does not meet all standards imposed by any Governmental Authority, or the goods necessary for the operation of such Toptracer Bay have been acquired from a Person that is the target of any Sanction or on any specially designated nationals list maintained by OFAC; (e) it does not conform with the covenants and representations herein; (f) the lease or license governing such Toptracer Bay and the goods used in the operation of such Toptracer Bay are not subject to Agent's duly perfected, first priority Lien or are subject to any other Lien (other than: (x) subject to the terms of the Intercreditor Agreement, Liens granted to Term Loan Collateral Agent pursuant to the Term Loan Documents, and (y) Liens subordinate to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement entered into in accordance with this Agreement); (g) it is not within: (A) the United States, in the case of Toptracer Bays leased or licensed by a U.S. Borrower, and (B) the United Kingdom in the case of Toptracer Bays leased or licensed by a U.K. Borrower; (h) a U.S. Domiciled Obligor or a U.K. Borrower does not own or otherwise have (by lease, license, sharing agreement or otherwise) all necessary rights to use (which rights are not subject to termination by the applicable licensor(s) at any time prior to Full Payment of the Obligations) all Intellectual Property intrinsic to and/or necessary for the operation of such Toptracer Bay; (i) there is a payment default or other material default under the applicable lease or**~~

~~license for such Toptracer Bay; (j) an Insolvency Proceeding has been commenced by or against the Account Debtor; or the applicable Account Debtor has failed, has suspended or ceased doing business, is liquidating, dissolving or winding up its affairs, or is not Solvent, or is the target of any Sanction or on any specially designated nationals list maintained by OFAC; (k) the applicable U.S. Borrower or U.K. Borrower is not able to bring suit or enforce remedies against the Account Debtor through judicial process; or (l) the applicable Account Debtor has a material right of offset, dispute, recoupment, or other claim with respect to amounts owing under the applicable lease or license.~~

~~The criteria for Eligible Toptracer Bays set forth above may only be changed and any new criteria for Eligible Toptracer Bays may only be established by Agent in its Credit Judgment, based on: (i) an event, condition or other circumstance arising after the date hereof, (ii) an event, condition or other circumstance existing on the date hereof to the extent that the Agent has no knowledge thereof or its effect on Toptracer Bays, or (iii) facts, information, or circumstances provided to or learned by Agent in the course of its administration of the facility, including, without limitation, in connection with field exams, appraisals, audits, reports and other information received, and observance of Collateral and the Obligors' business performance, in any case under clauses (i), (ii) or (iii), which adversely affects or would reasonably be expected to adversely affect the Toptracer Bays as determined by Agent in its Credit Judgment.~~

(hi) EMU Legislation: the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

(hj) Enforcement Action: any action to enforce any Obligations (other than Secured Bank Product Obligations) or Loan Documents or to exercise any rights or remedies relating to any Collateral (whether by judicial action, self-help, notification of Account Debtors, exercise of setoff or recoupment, exercise of any right to vote or act in an Obligor's Insolvency Proceeding, or otherwise).

(hk) Environmental Claim: any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (b) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity; or (c) in connection with any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

Environmental Laws: any and all current or future applicable foreign or domestic, federal or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations, or any other applicable requirements of Governmental Authorities and the common law relating to (a) environmental matters, including those relating to any Hazardous Materials Activity; or (b) the generation, use, storage, transportation or disposal of or exposure to Hazardous Materials, in any manner applicable to the Parent or any of its Restricted Subsidiaries or any Facility, including RCRA, CWA, the Environmental Protection Act (Ontario) and similar Requirements of Law of foreign jurisdictions.

(hl) Environmental Liability: any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Parent or any Restricted Subsidiary directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any

Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

(hm) Equipment Sale and Lease-back Transaction: any equipment financing arrangement entered into in the ordinary course of business with any Person that requires the Parent and/or any Restricted Subsidiary to purchase the equipment subject to such financing arrangement, sell such equipment to the relevant financing provider and thereafter rent or lease such equipment from the relevant financing provider so long as the resulting lease obligation is permitted by this Agreement.

(hn) ERISA: the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

ERISA Affiliate: as applied to any Person, (a) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; (b) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member; and (c) any entity, whether or not incorporated, that is under common control within the meaning of Section 4001 of ERISA with that Person.

ERISA Event: (a) a “reportable event” within the meaning of Section 4043 of ERISA or the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 of the Code with respect to any Pension Plan, or the filing of any request for or receipt of a minimum funding waiver under Section 412 of the Code with respect to any Pension Plan; (c) the Parent or any of its Restricted Subsidiaries engaging in a non-exempt prohibited transaction within the meaning of Section 4975 of the Code or Section 406 of ERISA with respect to a Pension Plan; (d) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (e) the withdrawal by the Parent, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to the Parent or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (f) the institution by the PBGC of proceedings to terminate any Pension Plan; (g) the imposition of liability on the Parent or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (h) a complete or partial withdrawal (within the meaning of Sections 4203 or 4205 of ERISA, respectively) of the Parent, any of its Restricted Subsidiaries or any of their respective ERISA Affiliates from any Multiemployer Plan if there is any potential liability to the Parent or any of its Restricted Subsidiaries or an ERISA Affiliate therefor under Title IV of ERISA, or the receipt by the Parent or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in insolvency pursuant to Section 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; or (i) the incurrence of liability by the Parent or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates, or the imposition of a Lien on the assets of the Parent or any of its Restricted Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 436 or 430(k) of the Code or pursuant to ERISA with respect to any Pension Plan.

Escrowed Indebtedness: Indebtedness issued in escrow pursuant to customary escrow arrangements pending the release thereof.

ESG: as defined in Section 4.7.1.

ESG Amendment: as defined in Section 4.7.1.

ESG Pricing Provisions: as defined in Section 4.7.1.

EU Bail-In Legislation Schedule: the EU Bail-In Legislation Schedule published by the Loan Market Association, as in effect from time to time.

(ho) EU Regulation: as defined in **Section 9.1.25**.

(hp) EURIBOR Loan: a Loan bearing interest at a rate determined by reference to the EURIBOR Rate.

(hq) EURIBOR Rate: for any Interest Period, with respect to any extension of credit under this Agreement denominated in Euros, the rate per annum equal to the Euro Interbank Offered Rate (“EURIBOR”), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by Agent from time to time) on the date that is two TARGET Days preceding the first day of such Interest Period with a term equivalent to such Interest Period, provided that if EURIBOR is less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

(hr) Euro or €: the lawful currency of the Participating Member States introduced in accordance with EMU Legislation.

(hs) Event of Default: as defined in **Section 11**.

(ht) Excess Amount: as defined in **Section 5.13**.

Exchange Act: the Securities Exchange Act of 1934 and the rules and regulations of the SEC promulgated thereunder.

(hu) Exchange Rate: on any date of determination, with respect to Canadian Dollars, British Pounds, Euros or another foreign currency in relation to Dollars, the Spot Rate for Canadian Dollars, British Pounds, Euros or such other foreign currency, as applicable.

(hv) Excluded Intellectual Property: any Intellectual Property: (i) owned by travisMathew or Travis Mathew Retail as of the Third Amended Original Closing Date; (ii) hereafter developed by travisMathew or Travis Mathew Retail (and unrelated to any Intellectual Property of the Obligors (other than travisMathew or Travis Mathew Retail) as of the Third Amended Original Closing Date); or (iii) related to the brands of travisMathew or Travis Mathew Retail as of the Third Amended Original Closing Date.

Excluded Property:

- (a) ~~any Core Property~~[reserved];

(b) any Real Estate other than the Real Estate located at 2180 Rutherford Road, Carlsbad, CA 92008;

(c) (i) the Capital Stock of:

(A) any Captive Insurance Subsidiary,

(B) any Unrestricted Subsidiary,

(C) any not-for-profit subsidiary,

(D) any special purpose entity used for any permitted securitization facility,

(E) any Person that is not a Wholly-Owned Subsidiary, or

(F) any Capital Stock of a Foreign Subsidiary or CFC Holdco to the extent and for so long as the pledge thereof to Agent would constitute an investment of earnings in United States property under Section 956 (or a successor provision) of the Code, which investment would or could reasonably be expected to trigger an increase (that is not de minimis) in the net income of a United States shareholder of such Foreign Subsidiary or CFC Holdco pursuant to Section 951 (or a successor provision) of the Code, as reasonably determined by Parent; provided that, this clause (c)(F) shall not apply to (x) voting stock of any Subsidiary which is a first-tier controlled foreign corporation (as defined in Section 957(a) of the Code) or CFC Holdco, in each case, representing 65% of the total voting power of all outstanding voting stock of such Subsidiary and (y) 100% of the Capital Stock not constituting voting stock of any such Subsidiary, except that any such Capital Stock constituting "stock entitled to vote" within the meaning of Treasury Regulation Section 1.956-2(c)(2) shall be treated as voting stock for purposes of this clause (c)(F), and/or

(ii) the Margin Stock of any Person

(d) any asset the grant or perfection of a security interest in which would result in adverse tax consequences (that are not de minimis) to any Obligor as determined by the Parent in good faith and specified in a written notice to Agent;

(e) any asset (including any Capital Stock), the grant or perfection of a security interest in which would:

(i) be prohibited under applicable Requirements of Law (including, without limitation, rules and regulations of any Governmental Authority) or

(ii) require any governmental or regulatory consent, approval, license or authorization, except to the extent such requirement or prohibition would be rendered ineffective under the UCC, the PPSA or other applicable Requirements of Law notwithstanding such requirement or prohibition;

it being understood that the term "Excluded Property" shall not include proceeds or receivables arising out of any asset described in clauses (e)(i) or (e)(ii) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective

under the UCC, the PPSA or other applicable Requirements of Law notwithstanding the relevant requirement or prohibition;

(f) any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law;

(g) Commercial Tort Claims with a value (as reasonably estimated by Parent) of less than \$10,000,000 except, with respect to Canadian Domiciled Obligors, to the extent that a security interest therein can be perfected by filing a PPSA financing statement;

(h) assets subject to any purchase money security interest, Capital Lease obligation or similar arrangement, in each case, that is permitted or otherwise not prohibited by the terms of this Agreement and to the extent the grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money or similar arrangement or create a right of termination in favor of any other party thereto (other than the Parent or any Wholly-Owned Subsidiary of the Parent that is a Restricted Subsidiary) after giving effect to the applicable anti-assignment provisions of the UCC, PPSA or any other applicable Requirement of Law; it being understood that the term “Excluded Property” shall not include proceeds or receivables arising out of any asset described in this clause (h) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC, PPSA or other applicable Requirements of Law notwithstanding the relevant violation or invalidation,

(i) escrow, fiduciary, defeasance, impound and trust accounts for the benefit of third parties that are not Obligors,

(j) any asset (including any contract, agreement, lease or license and any other property subject thereto) the grant or perfection of a security interest in which would:

(i) be prohibited by enforceable anti-assignment provisions set forth in any contract that is permitted or otherwise not prohibited by the terms of this Agreement and, other than with respect to assets subject to Capital Leases and purchase money financings and restrictions on cash deposits permitted under the terms of this Agreement, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof,

(ii) violate (after giving effect to applicable anti-assignment provisions of the UCC, PPSA, or other applicable Requirements of Law) the terms of any contract with respect to such asset that is permitted or otherwise not prohibited by the terms of this Agreement and, other than with respect to assets subject to Capital Leases and purchase money financings and restrictions on cash deposits permitted under the terms of this Agreement, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof, or

(iii) trigger termination of any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement pursuant to any “change of control” or similar provision (to the extent, other than with respect to assets subject to Capital Leases and purchase money financings and restrictions on cash deposits permitted under the terms of this Agreement, such contract is binding on such asset at the time of its acquisition and not incurred in contemplation thereof);

it being understood that the term “Excluded Property” shall not include proceeds or receivables arising out of any contract described in this clause (j) to the extent that the assignment of such proceeds or receivables is expressly deemed to be effective under the UCC, PPSA, or other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right;

(k) motor vehicles and other assets subject to certificates of title except to the extent that a security interest therein can be perfected by filing a PPSA financing statement without listing serial numbers or vehicle identification numbers, as applicable, therein; and

(l) any asset with respect to which Agent and the Parent have reasonably determined in writing that the cost, burden, difficulty or consequence (including any effect on the ability of the Parent and its subsidiaries to conduct their operations and business in the ordinary course of business and including the cost of title insurance, surveys or flood insurance (if necessary)) of obtaining or perfecting a security interest therein outweighs the benefit of a security interest to the relevant Secured Parties afforded thereby.

Excluded Subsidiary:

(a) any Restricted Subsidiary that is not a Wholly-Owned Subsidiary,

(b) any Immaterial Subsidiary,

(c) any Restricted Subsidiary (i) that is prohibited by law, regulation or contractual obligation that, in the case of a contractual obligation, exists on the Closing Date or at the time such subsidiary becomes a subsidiary and was not incurred in contemplation of its acquisition in order to avoid the requirement of providing a Loan Guaranty, from providing a Loan Guaranty, (ii) that would require a governmental (including regulatory) or third party (that in the case of a non-governmental third party exists on the Closing Date or at the time such subsidiary becomes a subsidiary and was not incurred in contemplation of its acquisition in order to avoid the requirement of providing a Loan Guaranty) consent, approval, license or authorization (including any regulatory consent, approval, license or authorization) to provide a Loan Guaranty or (iii) with respect to which the provision of a Loan Guaranty would result in adverse tax consequences (that are not deminis) as determined by the Borrower Agent in good faith, where the Borrower Agent notifies the Agent in writing of such determination,

(d) any not-for-profit subsidiary,

(e) any Captive Insurance Subsidiary,

(f) any special purpose entity used for any permitted securitization or receivables facility or financing,

(g) any Foreign Subsidiary that is not a Canadian Subsidiary, a U.K. Subsidiary or a Dutch Subsidiary,

(h) (i) any CFC Holdco solely with respect to a Guarantee of U.S. Facility Obligations and/or (ii) any Domestic Subsidiary that is a direct or indirect subsidiary of any Foreign Subsidiary that is not a Canadian Subsidiary, a U.K. Subsidiary or a Dutch Subsidiary,

(i) any Unrestricted Subsidiary,

(j) any Restricted Subsidiary acquired by the Parent that, at the time of the relevant acquisition, is an obligor in respect of assumed Indebtedness permitted by Section 10.2.1 to the extent (and for so long as) the documentation governing the applicable assumed Indebtedness prohibits such subsidiary from providing a Loan Guaranty (which prohibition was not implemented in contemplation of such Restricted Subsidiary becoming a subsidiary in order to avoid the requirement of providing a Loan Guaranty), and/or

(k) any other Restricted Subsidiary with respect to which, in the reasonable judgment of the Agent and the Parent, the burden or cost of providing a Loan Guaranty outweighs the benefits afforded thereby;

provided that, notwithstanding the foregoing, (A) to the extent (i) any Restricted Subsidiary that is a Domestic Subsidiary provides a Contingent Obligation in respect of the Term Loan Facility Agreement or (ii) any Restricted Subsidiary that is a Domestic Subsidiary is designated as an Obligor pursuant to Section 10.1.12(d)(vi), such Restricted Subsidiary shall not constitute an Excluded Subsidiary and (B) no Borrower shall constitute an Excluded Subsidiary.

Excluded Swap Obligation: with respect to an Obligor, each Swap Obligation as to which, and only to the extent that, such Obligor's guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act because the Obligor does not constitute an "eligible contract participant" as defined in the Act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Obligor and all guarantees of Swap Obligations by other Obligor(s) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a Hedging Agreement governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Obligor.

(hw) Excluded Tax: with respect to Agent, any Lender, any Issuing Bank or any other recipient of a payment to be made by or on account of any Obligation, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located; (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which Borrower Agent is located; (c) any backup withholding tax required by the Code to be withheld from amounts payable to a Lender that has failed to comply with **Section 5.10**; (d) in the case of a Foreign Lender, any United States withholding tax that is (i) required pursuant to laws in force at the time such Lender becomes a Lender (or designates a new Lending Office) hereunder, or (ii) attributable to such Lender's failure or inability (other than as a result of a Change in Law) to comply with **Section 5.10**, except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from Borrowers with respect to such withholding tax; and (e) any U.S. federal withholding Taxes imposed under FATCA.

(hx) Existing Joint Venture: any joint venture listed on Schedule 1.01(d).

(hy) Existing Letters of Credit: those letter(s) of credit described on Schedule E-1.

~~**Existing Master Facility Lease: the Master Facility Lease between 30 West Pershing, LLC, as landlord, Top Golf USA Allen, LLC, Topgolf USA Park Lane Ranch, LLC and each entity that subsequently becomes a tenant, dated as of February 22, 2012.**~~

(hz) Existing U.K. Borrower: as defined in the preamble to this Agreement.

(ia) Expeditors: Expeditors International of Washington, Inc., a Washington corporation.

(ib) Extraordinary Expenses: all reasonable and documented costs, expenses or advances that Agent or any Lender may incur during a Default or Event of Default, or during the pendency of an Insolvency Proceeding of an Obligor, including those relating to (a) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale, collection, or other preservation of or realization upon any Collateral; (b) any action, arbitration or other proceeding (whether instituted by or against Agent, any Lender, any Obligor, any representative of creditors of an Obligor or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidability of Agent's Liens with respect to any Collateral), Loan Documents, Letters of Credit or Obligations, including any lender liability or other Claims; (c) the exercise, protection or enforcement of any rights or remedies of Agent or any Lender in, or the monitoring of, any Insolvency Proceeding; (d) settlement or satisfaction of any taxes, charges or Liens with respect to any Collateral; (e) any Enforcement Action; (f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations; and (g) Protective Advances. Such reasonable and documented costs, expenses and advances include transfer fees, Other Taxes, storage fees, insurance costs, permit fees, utility reservation and standby fees, legal fees, appraisal fees, brokers' fees and commissions, auctioneers' fees and commissions, accountants' fees, environmental study fees, wages and salaries paid to employees of any Obligor or independent contractors in liquidating any Collateral, and travel expenses. Notwithstanding the forgoing, absent a conflict of interest among Lenders, Extraordinary Expenses shall not include (i) legal fees for more than one counsel to the Lenders and the Agent, taken as a whole (plus one local counsel in each jurisdiction deemed reasonably necessary by the Agent for the Lenders and the Agents taken as a whole) or (ii) other costs, expenses or advances incurred by any Lender to the extent unreasonably duplicative of such costs, expenses or advances incurred by the Agent.

(ic) Facility: any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or, except with respect to Sections 10.1 and 10.2, hereof owned, leased, operated or used by the Parent or any of its Restricted Subsidiaries or any of their respective predecessors or Affiliates.

~~**Facility EBITDA: with respect to any Topgolf location, the Consolidated Adjusted EBITDA (without giving effect to clause (b)(vi) of the definition thereof) attributable to such Topgolf location.**~~

(id) Facility Termination Date: March 16, 2028.

(ie) FATCA: Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future Treasury Regulations or other official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code as of the date hereof (or any amended

or successor version described above) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

(if) Federal Funds Rate: for any day, the per annum rate calculated by FRBNY based on such day's federal funds transactions by depository institutions (as determined in such manner as FRBNY shall set forth on its public website from time to time) and published on the next Business Day by FRBNY as the federal funds effective rate; provided, that in no event shall the Federal Funds Rate be less than zero.

(ig) Fee Letters: each fee letter agreement between Agent and Borrowers (or any of them).

(ih) Financial Administration Act: the Financial Administration Act (Canada) and all regulations and schedules thereunder.

(ii) Fiscal Quarter: a fiscal quarter of any Fiscal Year.

(ij) Fiscal Year: the fiscal year of the Parent ending on or about December 31 of each calendar year.

(ik) Fixed Amount: has the meaning assigned to such term in Section 1.5.4.

(il) Fixed Charge Coverage Ratio: the ratio, determined on a consolidated basis for Parent and its Restricted Subsidiaries for the most recent twelve calendar months, of (a) Consolidated Adjusted EBITDA minus Capital Expenditures (except: (x) expenditures during such period that, pursuant to a written agreement, are reimbursable by a third Person (excluding any Obligor or any of its Affiliates), and (y) those financed with Borrowed Money other than Revolver Loans) and cash taxes paid (which amount may not be less than zero), to (b) Fixed Charges.

(im) Fixed Charges: the sum of (a) cash interest expense, and scheduled principal payments made on Borrowed Money (in each case of the foregoing, excluding ~~(x) Indebtedness that has been Discharged and/or Escrowed Indebtedness;~~ and ~~(y) as long as such amounts constitute an expense included in the calculation of Consolidated Adjusted EBITDA, Topgolf Location Indebtedness, deemed landlord financing and Specified Capital Lease Obligations;~~ and (b) Restricted Payments made; provided that, up to an aggregate amount of \$500,000,000 of Restricted Payments made on or before the date that is 18 months after the Fourth Amendment Signing Date constituting repurchases by Parent of its Capital Stock funded with (x) identifiable proceeds of the TG Sale, and/or (y) cash and Cash Equivalents on hand of Parent and the Restricted Subsidiaries (and not with the proceeds of Revolving Loans), may be excluded from Fixed Charges for all purposes hereunder.

Flood Hazard Property: any parcel of any property subject to a Mortgage located in the U.S. in an area designated by the Federal Emergency Management Agency (or any successor agency) as having special flood or mud slide hazards.

Flood Insurance Laws: collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act

of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

FLSA: the Fair Labor Standards Act of 1938.

(in) Foreign Base Rate: for any day, the reference rate for U.K./Dutch Base Rate Loans, being a fluctuating rate of interest per annum equal to the rate of interest in effect for such day as announced from time to time by the local branch of Bank of America in the jurisdiction in which such currency is funded as its “base rate” with respect to such currency; provided, that in no event shall the Foreign Base Rate be less than zero. Any change in such rate shall take effect at the opening of business on the day of such change.

(io) Foreign Lender: any Lender that is (a) in the case of the U.S. Borrowers, organized under the laws of a jurisdiction other than the laws of the United States, or any state or district thereof, (b) in the case of the Canadian Borrower, not a Canadian Qualified Lender, and (c) in the case of the U.K. Borrowers, not a U.K. Qualified Lender.

(ip) Foreign Plan: any employee benefit plan or arrangement (a) maintained or contributed to by any Obligor or Subsidiary that is not subject to the laws of the United States or Canada; or (b) mandated by a government other than the United States or Canada for employees of any Obligor or Subsidiary.

(iq) Foreign Subsidiary: any Restricted Subsidiary that is not a Domestic Subsidiary.

(ir) Fourth Amendment: that certain Fourth Amendment to Fifth Amended and Restated Loan and Security Agreement, dated as of the Fourth Amendment Signing Date, by and among the Borrowers and other Obligors party thereto, Agent and the Lenders party thereto.

(is) Fourth Amendment Effective Date: shall have the meaning set forth in the Fourth Amendment.

(it) Fourth Amendment Signing Date: shall have the meaning set forth in the Fourth Amendment.

(iu) Fourth Amendment Transactions: shall have the meaning set forth in the Fourth Amendment.

(iv) FRB: the Board of Governors of the Federal Reserve System of the United States.

(iw) FRBNY: the Federal Reserve Bank of New York.

(ix) Fronting Exposure: a Defaulting Lender’s Pro Rata share of U.S. LC Obligations, Canadian LC Obligations, U.K./Dutch LC Obligations, U.S. Swingline Loans, Canadian Swingline Loans, or U.K./Dutch Swingline Loans, as applicable, except to the extent allocated to other Lenders under **Section 4.2**.

(iy) Full Payment: with respect to any Obligations, (a) the full and indefeasible cash payment thereof in the applicable currency required hereunder, including any interest, fees and other charges accruing during an Insolvency Proceeding (whether or not allowed in the proceeding); (b) if such Obligations are LC Obligations or inchoate or contingent in nature, Cash Collateralization thereof (or delivery of a standby letter of credit) in each case acceptable to Agent and (in the case of LC Obligations) the applicable Issuing Bank in their discretion, in the amount of required Cash Collateral; and (c) a release of any Claims of Obligors against Agent, Lenders and Issuing Banks arising on or before the payment date. No Loans shall be deemed to have been paid in full until all Commitments related to such Loans have expired or been terminated.

(iz) GAAP: generally accepted accounting principles in effect in the United States or the Netherlands (if applicable) from time to time and applicable to the accounting period in respect of which reference to GAAP is made.

(ja) General Intangibles: as defined in the UCC (and/or with respect to any General Intangible of a Canadian Subsidiary, an “intangible” as defined in the PPSA).

(jb) General Restricted Debt Payment Basket: has the meaning assigned to such term in Section 10.2.4(b)(iv).

(jc) General RP Basket: has the meaning assigned to such term in Section 10.2.4(a)(x).

(jd) Governmental Approvals: all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and required reports to, all Governmental Authorities.

(je) Governmental Authority: any federal, state, provincial, territorial, local, municipal, foreign or other government, governmental department, agency, commission, board, bureau, court, tribunal, instrumentality, political subdivision, or other entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state or locality of the U.S., the U.S., Canada, a province or territory thereof, or any other foreign entity or government.

(jf) Governmental Authorization: any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

(jg) Guarantee: each guarantee agreement (including this Agreement, the Canadian Facility Guarantee, and the U.K./Dutch Facility Guarantee) executed by a Guarantor in favor of Agent guaranteeing all or any portion of any Canadian Facility Obligation, U.S. Facility Obligation or U.K./Dutch Facility Obligation.

(jh) Guarantor Payment: as defined in **Section 5.11**.

(ji) Guarantors: Canadian Facility Guarantors, U.S. Facility Guarantors, U.K./Dutch Facility Guarantors, and each other Person who guarantees payment or performance of any Obligations.

Hazardous Materials: any chemical, material, substance or waste, or any constituent thereof, exposure to which is prohibited, limited or regulated by any Environmental Law or any Governmental Authority or which poses a hazard to the indoor or outdoor environment.

Hazardous Materials Activity: any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Material, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Material, and any corrective action or response action with respect to any of the foregoing.

Hedging Agreement: any “swap agreement” as defined in Section 101(53B)(A) of the U.S. Bankruptcy Code.

(jj) Immediate Family Member: with respect to any individual, such individual’s child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships), any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals, such individual’s estate (or an executor or administrator acting on its behalf), heirs or legatees or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

(jk) Immaterial Subsidiary: as of any date, any Restricted Subsidiary of Parent (a) that does not have assets in excess of 2.5% of the Consolidated Total Assets of Parent and its Restricted Subsidiaries and (b) that does not contribute Consolidated Adjusted EBITDA in excess of 2.5% of the Consolidated Adjusted EBITDA of Parent and its Restricted Subsidiaries, in each case, as of the last day of the most recently ended Test Period; provided that, the Consolidated Total Assets and Consolidated Adjusted EBITDA (as so determined) of all Immaterial Subsidiaries shall not exceed 5.0% of Consolidated Total Assets and 5.0% of Consolidated Adjusted EBITDA, in each case, of Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period; provided, further that, at all times prior to the first delivery of financial statements pursuant to Section 10.1.1(a) or (b), this definition shall be applied based on the most recently delivered consolidated financial statements of the Parent delivered pursuant to the Fourth Amended and Restated Loan Agreement.

(jl) Incremental Equivalent Debt: has the meaning assigned to such term in the Term Loan Facility Agreement, as in effect on the Closing Date (or, in the case of a refinancing or replacement of the Term Loan Facility Agreement, under and in accordance with comparable successor provisions of the documentation governing the replacement indebtedness so long as such provisions do not permit a greater amount of Indebtedness to be incurred and such provisions are otherwise not disadvantageous to the Lenders in any material respect as compared to the predecessor provisions included in the Term Loan Facility Agreement as in effect on the date hereof (as reasonably determined by Parent in good faith in consultation with Agent)).

(jm) Incurrence-Based Amount: has the meaning assigned to such term in Section 1.5.4.

(jn) Indebtedness: as applied to any Person, without duplication:

- (a) all indebtedness for Borrowed Money;
- (b) that portion of obligations with respect to Capital Leases to the extent recorded as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;
- (c) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;
- (d) any obligation owed for all or any part of the deferred purchase price of property or services (excluding (i) any earn out obligation or purchase price adjustment until such obligation becomes a liability on the statement of financial position or balance sheet (excluding the footnotes thereto) in accordance with GAAP, (ii) any such obligations incurred under ERISA, (iii) accrued expenses and trade accounts payable in the ordinary course of business (including on an inter-company basis) and (iv) liabilities associated with customer prepayments and deposits), which purchase price is (A) due more than six months from the date of incurrence of the obligation in respect thereof or (B) evidenced by a note or similar written instrument;
- (e) all Indebtedness of others secured by any Lien on any asset owned or held by such Person regardless of whether the Indebtedness secured thereby have been assumed by such Person or is non-recourse to the credit of such Person;
- (f) the face amount of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings;
- (g) the Guarantee by such Person of the Indebtedness of another;
- (h) all obligations of such Person in respect of any Disqualified Capital Stock; and
- (i) all net obligations of such Person in respect of any Derivative Transaction, including any Hedge Agreement, whether or not entered into for hedging or speculative purposes;

(jo) provided that (i) in no event shall obligations under any Derivatives Transaction be deemed Indebtedness for any calculation of the Fixed Charge Coverage Ratio or any other financial ratio under this Agreement, (ii) the amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith, and (iii) the pledge of Capital Stock of a joint venture or Unrestricted Subsidiary securing capital contributions to, or obligations of, such Persons shall not be deemed "Indebtedness" ~~and (iv) any obligation under facility development agreements among the Parent and/or one or more Restricted Subsidiaries and a Person that is a real estate investment trust and/or any other third party financing provider relating to the development of one or more Topgolf locations and completion guarantees shall not be deemed "Indebtedness".~~

(jp) For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any third party (including any partnership in which such Person is a general partner and any unincorporated joint venture in which such Person is a joint venture partner) to the extent such Person would be liable therefor under applicable Requirements of Law or any agreement or instrument by virtue of such Person's ownership interest in such Person, (A) except to the extent the terms of such Indebtedness provide that such Person is not liable therefor and (B) only to the extent the relevant Indebtedness is of the type that would be included in the calculation of Consolidated Total Debt (as

defined in the Term Loan Facility Agreement); provided that notwithstanding anything herein to the contrary, the term “Indebtedness” shall not include, and shall be calculated without giving effect to, (x) the effects of Accounting Standards Codification Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder) and (y) the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Agreement as a result of accounting for any embedded derivative created by the terms of such Indebtedness (it being understood that any such amounts that would have constituted Indebtedness under this Agreement but for the application of this sentence shall not be deemed to be an incurrence of Indebtedness under this Agreement).

(jq) Indemnified Taxes: Taxes other than Excluded Tax.

(jr) Indemnitees: Agent Indemnitees, Lender Indemnitees, Issuing Bank Indemnitees and Bank of America Indemnitees.

(js) Information Memorandum: the Lender Presentation dated March 6, 2023, relating to the Parent and its subsidiaries and the Transactions.

(jt) Insolvency Proceeding: any case or proceeding or proposal commenced by or against a Person under any state, provincial, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under any Debtor Relief Laws; (b) the appointment of a Creditor Representative or other custodian for such Person or any part of its Property; or (c) an assignment or trust mortgage for the benefit of creditors.

(ju) Intellectual Property: all intellectual and similar Property of a Person, including inventions, designs, Patents, Copyrights (and all associated moral and neighboring rights), mask works, industrial design rights, Trademarks and service marks (together with all associated goodwill), trade names, trade dress, domain names, trade secrets, confidential or proprietary information, customer lists, know-how, software and databases; all embodiments or fixations thereof and all related documentation, applications, registrations and franchises; all licenses or other rights to use any of the foregoing; and all books and records relating to the foregoing.

(jv) Intellectual Property Security Agreement: any agreement, or a supplement thereto, confirming or effecting the grant of any Lien on Intellectual Property owned by any Obligor to Agent, for the benefit of the Secured Parties, in accordance with this Agreement and the Security Documents, including an Intellectual Property Security Agreement in form and substance reasonable satisfactory to Agent.

(jw) Intercreditor Agreement: that certain Amended and Restated Intercreditor Agreement, dated as of the date hereof, between Agent and the Term Loan Collateral Agent, as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

(jx) Interest Period: as defined in **Section 3.1.4**.

(jy) Interest Period Loans: Term SOFR Loans, EURIBOR Loans or Term CORRA Loans.

(jz) Inventory: as defined in the UCC (and/or with respect to any inventory located in Canada, as defined in the PPSA), including all goods intended for sale, lease, display or demonstration; all work in process; and all raw materials, and other materials and supplies of any kind that are or could be used in connection with the manufacture, printing, packing, shipping, advertising, sale, lease or furnishing of such goods, or otherwise used or consumed in the applicable Obligor's business (but excluding Equipment).

(ka) Inventory Reserve: reserves established by Agent in its Credit Judgment to reflect factors that may negatively impact the Value of Inventory, including change in salability, obsolescence, seasonality, theft, shrinkage, imbalance, change in composition or mix, markdowns and vendor chargebacks.

(kb) Investment: (a) any purchase or other acquisition by the Parent or any of its Restricted Subsidiaries of (i) any Capital Stock of any other Person (other than any Obligor) and/or (ii) any bond, debenture, note or other evidence of Indebtedness, secured or unsecured, convertible, subordinated or otherwise, of any other Person (other than any Obligor), (b) the acquisition by purchase or otherwise (other than any purchase or other acquisition of inventory, materials, supplies and/or equipment in the ordinary course of business) of all or a substantial portion of the business, property or fixed assets of any other Person or any division or line of business or other business unit of any other Person and (c) any loan, advance (other than any advance to any current or former employee, officer, director, member of management, manager, consultant or independent contractor of the Parent or any Restricted Subsidiary for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business) or capital contribution by the Parent or any of its Restricted Subsidiaries to any other Person. Subject to Section 10.2.10, the amount of any Investment shall be the original cost of such Investment, plus the cost of any addition thereto that otherwise constitutes an Investment, without any adjustment for any increase or decrease in value, or write-up, write-down or write-off with respect thereto, but giving effect to any repayment of principal and/or payment of interest in the case of any Investment in the form of a loan and any return of capital or return on Investment in the case of any equity Investment (whether as a distribution, dividend, redemption or sale but not in excess of the amount of the relevant initial Investment).

(kc) IP Separation and Relicense Transaction: (a) any Disposition by any Obligor of any Material Intellectual Property to any Affiliate (other than any bona fide operational joint venture established for legitimate business purposes), (b) any Investment by any Obligor in the form of a contribution of Material Intellectual Property to any Unrestricted Subsidiary (other than any bona fide operational joint venture established for legitimate business purposes) and/or (c) any Restricted Payment in the form of a distribution of Material Intellectual Property, in each case, of the foregoing clauses (a), (b) and (c), which Material Intellectual Property is, following the consummation of such Disposition, Investment or Restricted Payment, as applicable, licensed by the Parent and/or any Restricted Subsidiary from the recipient of such Material Intellectual Property for use by the Parent and/or such Restricted Subsidiary in the ordinary course of business (other than pursuant to a bona fide "transition service" or

similar arrangement or in the same manner as other customers, suppliers or commercial partners of the relevant transferee generally).

(kd) IRS: the United States Internal Revenue Service.

(ke) Issuing Bank Indemnites: the Issuing Banks and their officers, directors, employees, Affiliates, branches, agents and attorneys.

(kf) Issuing Banks: the U.S. Issuing Banks, the Canadian Issuing Bank, and the U.K./Dutch Issuing Bank.

(kg) Japan ABL Facility: the Japan ABL Facility (as defined in the Borrower's filing on form 10-K for the annual period ended December 31, 2022), as amended, restated, supplemented or otherwise modified from time to time.

(kh) Joinder Agreement: a Joinder Agreement in form that is reasonably satisfactory to the Agent and the Borrower Agent, pursuant to which a Restricted Subsidiary shall become a U.S. Borrower, U.S. Facility Guarantor, Canadian Borrower, Canadian Facility Guarantor, U.K. Borrower, Dutch Borrower, or U.K./Dutch Facility Guarantor, as applicable.

(ki) Junior Indebtedness: any Indebtedness of the Parent or any of its Restricted Subsidiaries (other than Indebtedness among the Parent and/or its subsidiaries) that is expressly subordinated in right of payment to the Obligations with an individual outstanding principal amount in excess of the Threshold Amount.

Junior Lien Indebtedness: any Indebtedness of the Parent or any of its Restricted Subsidiaries that is secured by a security interest in the Collateral (other than Indebtedness among the Parent and/or its subsidiaries) that is expressly junior or subordinated to the Lien securing the Obligations on the Closing Date with an individual outstanding principal amount in excess of the Threshold Amount.

(kj) JW Germany: JACK WOLFSKIN AUSRÜSTUNG FÜR DRAUSSEN GMBH & CO. KGAA, a partnership limited by shares (Kommanditgesellschaft auf Aktien) under the laws of the Federal Republic of Germany.

(kk) JW Sale: the Disposition by Parent, directly or indirectly, of 100% of the Capital Stock of Callaway Germany Holdco GmbH, a limited liability company (Gesellschaft mit beschränkter Haftung) organized under the laws of Federal Republic of Germany, pursuant to the JW Sale Agreement.

(kl) JW Sale Agreement: the Sale & Purchase Agreement, dated on or about the Third Amendment Signing Date (together with all schedules, exhibits, and annexes thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among Anca Holdco GmbH & Co. KG, as the purchaser, and Parent, as the seller.

(km) KPI's: as defined in Section 4.7.1.

~~Large Venue New Location: a New Location that has greater than or equal to 102 driving range bays.~~

(kn) Latest Maturity Date: as of any date of determination, the latest maturity or expiration date applicable to any Loan or commitment hereunder at such time.

(ko) LC Application: an application by a Borrower or Borrower Agent on behalf of a Borrower to an Issuing Bank for issuance of a Letter of Credit, in form and substance reasonably satisfactory to such Issuing Bank.

(kp) LC Conditions: the following conditions necessary for issuance of a Letter of Credit: (a) each of the conditions set forth in **Section 6**; (b) after giving effect to such issuance, total U.S. LC Obligations do not exceed the U.S. Letter of Credit Subline, no U.S. Overadvance exists or would result therefrom and, if no U.S. Revolver Loans are outstanding, the U.S. LC Obligations do not exceed the U.S. Borrowing Base (without giving effect to the U.S. LC Reserve for purposes of this calculation); (c) after giving effect to such issuance, total Canadian LC Obligations do not exceed the Canadian Letter of Credit Subline, no Canadian Overadvance exists or would result therefrom and, if no Canadian Revolver Loans are outstanding, the Canadian LC Obligations do not exceed the Canadian Borrowing Base (without giving effect to the Canadian LC Reserve for purposes of this calculation); (d) [reserved]; (e) after giving effect to such issuance, total U.K./Dutch LC Obligations do not exceed the U.K./Dutch Letter of Credit Subline, no U.K./Dutch Overadvance exists or would result therefrom and, if no U.K./Dutch Revolver Loans are outstanding, the U.K./Dutch LC Obligations do not exceed the U.K./Dutch Borrowing Base (without giving effect to the U.K./Dutch LC Reserve for purposes of this calculation); (f) the expiration date of such Letter of Credit is (i) no more than 365 days from issuance (or such other expiration date beyond 365 days agreed to by Agent and the applicable Issuing Bank), in the case of standby Letters of Credit, provided, however, that any standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to 365 days in duration issuance (or such other days in duration beyond 365 days agreed to by Agent and the applicable Issuing Bank), and (ii) no more than 120 days from issuance, in the case of documentary Letters of Credit; (g) in the case of U.S. Letters of Credit, the Letter of Credit and payments thereunder are denominated in Dollars or any foreign currency acceptable to Agent and the applicable U.S. Issuing Bank and, unless otherwise specified by Agent or applicable U.S. Issuing Bank (at their respective option) that it requires payment in Dollars calculated at the Spot Rate, payments thereunder are to be made in the same currency in which the Letter of Credit was denominated; (h) in the case of Canadian Letters of Credit, the Letter of Credit and payments thereunder are denominated in Dollars, Canadian Dollars, or any foreign currency acceptable to Agent and Canadian Issuing Bank and, unless otherwise specified by Agent or Canadian Issuing Bank (at their respective option) that it requires payment in Dollars or Canadian Dollars calculated at the Spot Rate, payments thereunder are to be made in the same currency in which the Letter of Credit was denominated; (i) in the case of U.K./Dutch Letters of Credit, the Letter of Credit and payments thereunder are denominated in Dollars, British Pounds, Euros, or any foreign currency acceptable to the Agent and U.K./Dutch Issuing Bank and, unless otherwise specified by Agent or U.K./Dutch Issuing Bank (at their respective option) that it requires payment in Dollars, British Pounds or Euros calculated at the Spot Rate, payments thereunder are to be made in the same currency in which the Letter of Credit was denominated, (j) [reserved], and (k) the form of the proposed Letter of Credit is satisfactory to Agent and the applicable Issuing Bank in their reasonable discretion.

(kq) LC Documents: all documents, instruments and agreements (including LC Requests and LC Applications) delivered by the Borrower Agent on behalf of a Borrower or by any other Person to an

Issuing Bank or Agent in connection with the issuance, amendment or renewal of, or payment under, any Letter of Credit.

(kr) LC Obligations: the U.S. LC Obligations, the Canadian LC Obligations, and the U.K./Dutch LC Obligations.

(ks) LC Request: a request for issuance of a Letter of Credit, to be provided by the U.S. Borrowers, the Canadian Borrower, the U.K./Dutch Borrowers, or the Borrower Agent, as applicable, to an Issuing Bank, in form reasonably satisfactory to Agent and such Issuing Bank.

(kt) Legal Reservations: the application of relevant Debtor Relief Laws, general principles of equity and/or principles of good faith and fair dealing and any other matters which are set out as qualifications or reservations (however described) as to matters of law in any legal opinion delivered to the Agent under or in connection with this Agreement, including, without limitation, the possibility that a non-exclusive choice of jurisdiction provision in any agreement or instrument, or a provision which gives some (but not all) of the parties to the relevant agreement or instrument a right to commence proceedings in jurisdictions other than the jurisdiction specified in that agreement or instrument as being the most appropriate and convenient forum to settle disputes, may not be enforceable.

(ku) Lender Indemnitees: Lenders and their officers, directors, employees, Affiliates, branches, agents and attorneys.

(kv) Lenders: as defined in the preamble to this Agreement, including the U.S. Lenders, the Canadian Lenders, the U.K./Dutch Lenders, Agent in its capacity as a provider of Swingline Loans and any other Person who hereafter becomes a “Lender” pursuant to an Assignment and Acceptance or in accordance with **Section 2.1.7**.

(kw) Lending Office: the office designated as such by the applicable Lender at the time it becomes party to this Agreement or thereafter by notice to Agent and Borrower Agent.

(kx) Letter of Credit: any U.S. Letter of Credit, Canadian Letter of Credit, or U.K./Dutch Letter of Credit.

(ky) License: any license or agreement under which an Obligor or Subsidiary is authorized to use Intellectual Property in connection with any manufacture, marketing, distribution or disposition of Collateral, any use of Property or any other conduct of its business.

(kz) Licensor: any Person from whom an Obligor obtains the right to use any Intellectual Property.

(la) Lien: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capital Lease having substantially the same economic effect as any of the foregoing), in each case, in the

nature of security; provided that in no event shall an operating lease in and of itself be deemed to constitute a Lien.

(lb) Lien Waiver: an agreement, in form and substance reasonably satisfactory to Agent, by which (unless, in each case, otherwise agreed to by Agent in its sole discretion) (a) for any material Collateral located on leased premises, the lessor waives or subordinates any Lien it may have on the Collateral, and agrees to permit Agent to enter upon the premises and remove the Collateral or to use the premises to store or dispose of the Collateral; (b) for any Collateral held by a warehouseman, processor, shipper, customs broker or freight forwarder, such Person waives or subordinates any Lien it may have on the Collateral, agrees to hold any Documents in its possession relating to the Collateral as agent for Agent, and agrees to deliver the Collateral to Agent upon request; (c) for any Collateral held by a repairman, mechanic or bailee, such Person acknowledges Agent's Lien, waives or subordinates any Lien it may have on the Collateral, and agrees to deliver the Collateral to Agent upon request; (d) for any Collateral subject to a Licensor's Intellectual Property rights, the Licensor grants to Agent the right, vis-à-vis such Licensor, to enforce Agent's Liens with respect to the Collateral, including the right to dispose of it with the benefit of the Intellectual Property, whether or not a default exists under any applicable License; and (e) for any Collateral held by Costco on consignment on behalf of a U.S. Domiciled Obligor, Costco acknowledges the applicable Obligor's ownership of such Collateral, acknowledges Agent's Lien on such Collateral, authorizes the filing of UCC financing statements naming Costco as consignee, the applicable Obligor as consignor, and Agent as such Obligor's assignee, and agrees to deliver the Collateral to Agent upon request.

(lc) Loan: a Revolver Loan.

(ld) Loan Account: the loan account established by each Lender on its books pursuant to **Section 5.8**.

(le) Loan Documents: this Agreement, Other Agreements and Security Documents.

(lf) Loan Guaranty: the Guarantees provided by the Guarantors pursuant to the Loan Documents.

(lg) Margin Stock: as defined in Regulation U of the Board of Governors.

(lh) Market Capitalization: means an amount equal to (i) the total number of issued and outstanding shares of Capital Stock of Parent (or the applicable public filing entity) on the date of the declaration of the relevant Restricted Payment multiplied by (ii) the arithmetic mean of the closing prices per share of such Capital Stock for the 30 consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

(li) Material Adverse Effect: a material adverse effect on (a) the business, assets, financial condition or results of operations, in each case, of the Parent and its Restricted Subsidiaries, taken as a whole, (b) the rights and remedies (taken as a whole) of the Agent under the applicable Loan Documents or (c) the ability of the Obligors (taken as a whole) to perform their payment obligations under the applicable Loan Documents.

Material Intellectual Property: any Intellectual Property owned by any Obligor that is, in the good faith determination of the Borrower Agent, material to the operation of the business of the Parent and its Restricted Subsidiaries, taken as a whole.

~~Mature Large Venue Location: each Topgolf location that (a) has greater than or equal to 102 driving range bays and (b) as of the last day of the most recently ended Test Period, has been open for at least 12 fiscal months;~~

~~Mature Locations: collectively, each Mature Small Venue Location, each Mature Medium Venue Location and each Mature Large Venue Location;~~

~~Mature Medium Venue Location: each Topgolf location that (a) has greater than or equal to 50 driving range bays but less than 102 driving range bays and (b) as of the last day of the most recently ended Test Period, has been open for at least 12 fiscal months;~~

~~Mature Small Venue Location: each Topgolf location that (a) has less than 50 driving range bays and (b) as of the last day of the most recently ended Test Period, has been open for at least 12 fiscal months;~~

(lj) Maturity Limitation Excluded Amount: shall have the meaning assigned to such term in the Term Loan Facility Agreement, as in effect on the ~~date hereof~~ Fourth Amendment Effective Date.

(lk) Maximum Canadian Facility Amount: on any date of determination, the lesser of (i) the Canadian Revolver Commitments on such date and (ii) \$5,000,000 (or such greater or lesser amount after giving effect to any increases or reductions in the Commitments and/or Canadian Revolver Commitments pursuant to and in accordance with **Section 2.1.4** from time to time); it being acknowledged and agreed that at no time can the aggregate of all Maximum Country Facility Amounts exceed the Maximum Facility Amount in effect at such time.

(ll) Maximum Country Facility Amounts: each of the Maximum U.S. Facility Amount, the Maximum Canadian Facility Amount, and the Maximum U.K./Dutch Facility Amount. "Maximum Country Facility Amount" means any of the Maximum U.S. Facility Amount, the Maximum Canadian Facility Amount, or the Maximum U.K./Dutch Facility Amount, as the context requires.

(lm) Maximum Facility Amount: \$485,000,000 (as of the Third Amendment Effective Date), or such greater or lesser amount as shall then be in effect after giving effect to any reductions in the Commitments pursuant to and in accordance with **Section 2.1.4** and increases in the U.S. Revolver Commitments pursuant to and in accordance with **Section 2.1.7**.

(ln) Maximum U.K./Dutch Facility Amount: on any date of determination, the lesser of (i) the U.K./Dutch Revolver Commitments on such date and (ii) \$20,000,000 (or such greater or lesser amount after giving effect to any increases or reductions in the Commitments and/or the U.K./Dutch Revolver Commitments pursuant to and in accordance with **Section 2.1.4** from time to time); it being acknowledged and agreed that at no time can the aggregate of all Maximum Country Facility Amounts exceed the Maximum Facility Amount in effect at such time.

(lo) Maximum U.S. Facility Amount: on any date of determination, the lesser of (i) the U.S. Revolver Commitments on such date and (ii) \$460,000,000 (as of the Third Amendment Effective Date)

(or such greater or lesser amount after giving effect to any increases or reductions in the Commitments and/or the U.S. Revolver Commitments pursuant to and in accordance with **Section 2.1.4** and increases in the Commitments and/or the U.S. Revolver Commitments pursuant to and in accordance with **Section 2.1.7** from time to time); it being acknowledged and agreed that at no time can the aggregate of all Maximum Country Facility Amounts exceed the Maximum Facility Amount in effect at such time.

~~**Medium Venue New Location: a New Location that has greater than or equal to 50 driving range bays but less than 102 driving range bays.**~~

(lp) Mexican Eligible Inventory: finished goods Inventory of Parent located in Mexico that is boxed and labeled and that would constitute Eligible Inventory of Parent but for the fact that it is not within the United States for purposes of clause (h)(ii) of the Eligible Inventory definition and it is not in transit between facilities in the United States of Parent for purposes of clause (i)(i) the Eligible Inventory definition. For the avoidance of doubt, Mexican Eligible Inventory must comply with all other eligibility criteria set forth in the Eligible Inventory definition herein.

(lq) Mexican Inventory Formula Amount: as of any date of determination, (a) at all times the Mexican Pledge Agreement is in full force and effect, the lesser of (i) 50% of the Value of Mexican Eligible Inventory, and (ii) \$10,000,000, and (b) at all other times, \$0.

(lr) Mexican Pledge Agreement: the Non-Possessory Pledge Agreement (*Contrato de Prenda Sin Transmission de Posesion*), dated as of February 21, 2023, among the Parent, as Pledgor, and the Agent, as Pledgee, in connection with certain Inventory located in Mexico, as may be amended, restated, supplemented or otherwise modified from time to time.

(ls) Mexican Security Documents: the Mexican Pledge Agreement, and any other Mexican law governed secured agreement executed under or in connection with this Agreement.

(lt) Moody's: Moody's Investors Service, Inc., and its successors.

(lu) Mortgage: a mortgage, deed of trust, deed of immovable hypothec or deed to secure debt pursuant to which an Obligor grants a Lien on its Real Estate to Agent, as security for the applicable Obligations.

(lv) Multiemployer Plan: any employee benefit plan which is a "multiemployer plan" as defined in Section 3(37) of ERISA, that is subject to the provisions of Title IV of ERISA, and in respect of which the Parent or any of its Restricted Subsidiaries, or any of their respective ERISA Affiliates, makes or is obligated to make contributions or with respect to which any of them has any ongoing obligation or liability, contingent or otherwise.

(lw) Net Excess Availability: as of any date of determination, an amount equal to the Availability minus the aggregate amount, if any, of all trade payables of Obligors that are more than 60 days past due (or such later date as Agent may approve in its sole discretion) and all book overdrafts of Obligors in excess of historical practices with respect thereto, in each case as determined by Agent in its Credit Judgment.

(lx) Net Orderly Liquidation Value: with respect to trademarks of any Person, the net orderly liquidation value of such trademarks expected to be realized at an orderly, negotiated sale held within a reasonable period of time, net of all liquidation expenses, as determined from the most recent appraisal of such trademarks performed by an appraiser and on terms reasonably satisfactory to Agent.

~~New Facility Lease: any master facility lease or other lease agreement (excluding, for the avoidance of doubt, the Existing Master Facility Lease) among the Parent and/or one or more Restricted Subsidiaries, on the one hand, and any other Person (other than any Obligor), on the other hand, relating to the leasing to Parent and/or one or more Restricted Subsidiaries of one or more Topgolf locations.~~

(ly) New Lender: as defined in Section 5.9.2(n).

~~New Location: any Topgolf location that, as of the last day of the most recently ended Test Period, has been open for at least one day and less than 12 full fiscal months.~~

(lz) NOLV Percentage: with respect to each category of each Borrower's Inventory (as determined by Agent from to time in its Credit Judgment) the net orderly liquidation value of such Inventory, expressed as a percentage (such percentage to be adjusted seasonally at such times consistent with the most recently delivered appraisal, as determined by Agent in its Credit Judgment), expected to be realized at an orderly, negotiated sale held within a reasonable period of time, net of all liquidation expenses, as determined from the most recent appraisal of such Inventory performed by an appraiser and on terms reasonably satisfactory to Agent.

(ma) Notes: each Revolver Note or other promissory note executed by a Borrower to evidence any Obligations.

(mb) Notice of Borrowing: a Notice of Borrowing to be provided by Borrower Agent to request a Borrowing of Loans, in form reasonably satisfactory to Agent.

(mc) Notice of Conversion/Continuation: a Notice of Conversion/Continuation to be provided by Borrower Agent to request a conversion or continuation of any Loans as Term SOFR Loans, Term CORRA Loans or EURIBOR Loans, in form reasonably satisfactory to Agent.

(md) Noticed Hedge: Secured Bank Product Obligations arising under a Hedging Agreement.

~~Number of Large Venue Operating Days: has the meaning assigned to such term in the definition of "Annualized New Location EBITDA".~~

~~Number of Medium Venue Operating Days: has the meaning assigned to such term in the definition of "Annualized New Location EBITDA".~~

~~Number of Small Venue Operating Days: has the meaning assigned to such term in the definition of "Annualized New Location EBITDA".~~

(me) Obligations: all (a) principal of and premium, if any, on the Loans, (b) U.S. LC Obligations and other obligations of the U.S. Facility Obligors with respect to Letters of Credit, (c) Canadian LC Obligations and other obligations of the Canadian Facility Obligors with respect to Letters

of Credit, (d) [reserved], (e) U.K./Dutch LC Obligations and other obligations of the U.K./Dutch Facility Obligors with respect to Letters of Credit, (f) interest, expenses, fees, indemnification obligations, Extraordinary Expenses and other amounts payable by Obligors under Loan Documents, (g) Secured Bank Product Obligations, and (h) other Indebtedness, obligations and liabilities of any kind owing by Obligors pursuant to the Loan Documents, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several; provided, that Obligations of an Obligor shall not include its Excluded Swap Obligations.

(mf) Obligor: each Borrower, Guarantor, or other Person that is liable for payment of any Obligations or that has granted a Lien in favor of Agent on its assets to secure any Obligations.

(mg) Obligor Group: a group consisting of (a) Canadian Facility Obligors, (b) U.S. Facility Obligors, (c) [reserved], or (d) U.K./Dutch Facility Obligors.

OFAC: Office of Foreign Assets Control of the U.S. Treasury Department.

(mh) Ordinary Course of Business: with respect to any Person, the ordinary course of business of such Person, consistent with past practices.

(mi) Organizational Documents: with respect to (a) any Person (other than any Person organized under the laws of the Netherlands), its charter, certificate or articles of incorporation, amalgamation or continuance, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, memorandum of association, articles of association, voting trust agreement, or similar agreement or instrument governing the formation or operation of such Person, (b) [reserved], and (c) any Person organized under the laws of the Netherlands, its articles of association (*statuten*) or deed of incorporation (*akte van oprichting*).

(mj) Original Agreement Closing Date: June 30, 2011.

(mk) Original Amended and Restated Loan Agreement: as defined in the recitals hereto.

(ml) Original Loan Agreement: as defined in the recitals hereto.

(mm) Original Obligations: as defined in **Section 14.19**.

(mn) Other Agreement: the Intercreditor Agreement; each Note; LC Document; Fee Letter; Lien Waiver; Borrowing Base Certificate, Compliance Certificate, financial statement or report delivered hereunder; or other document, instrument or agreement (other than this Agreement or a Security Document) now or hereafter delivered by an Obligor or other Person to Agent or a Lender in connection with any transactions relating hereto.

(mo) Other Taxes: all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document.

(mp) Overadvance: a Canadian Overadvance, U.S. Overadvance, or U.K./Dutch Overadvance, as the context requires.

(mq) Overadvance Loan: a Canadian Overadvance Loan and/or a U.S. Overadvance Loan, and/or a U.K./Dutch Overadvance Loan, as the context requires.

(mr) Parallel Debt Undertaking: as defined in **Section 14.19**.

(ms) Parallel Obligations: as defined in **Section 14.19**.

(mt) Parent: as defined in the preamble to this Agreement.

(mu) Participant: as defined in **Section 13.2**.

(mv) Participating Member State: each member state of the European Union that has the Euro as its lawful currency so described in any EMU Legislation.

(mw) Patent: the following: (a) any and all patents and patent applications and industrial designs and industrial design applications; (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing.

(mx) Patriot Act: the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001).

(my) Payment Item: each check, draft or other item of payment payable to an Obligor, including those constituting proceeds of any Collateral.

(mz) PBA: the Pension Benefits Act (Ontario) or any other Canadian federal or provincial statute in relation to Canadian Pension Plans, and any regulations thereunder, as amended from time to time.

(na) PBGC: the Pension Benefit Guaranty Corporation.

(nb) Pension Plan: any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, which the Parent or any of its Restricted Subsidiaries, or any of their respective ERISA Affiliates, maintains or contributes to or has an obligation to contribute to, or otherwise has any liability, contingent or otherwise.

(nc) Perfection Certificate: the perfection certificate executed and delivered by the U.S. Domiciled Obligors on the Closing Date as required pursuant to **Section 6.1(l)**.

(nd) Perfection Requirements: the filing of appropriate UCC and PPSA financing statements, registration of the particulars of each Security Document granted by a U.K. Domiciled Obligor at Companies House in England and Wales under section 859A of the Companies Act 2006, and, in each case, payment of associated fees, the filing of Intellectual Property Security Agreements or other appropriate instruments or notices with the U.S. Patent and Trademark Office, the U.S. Copyright Office and the Canadian Intellectual Property Office, registration of the particulars of each Security Document creating a Lien at the Trade Marks Registry at the Patent Office in England and Wales and payment of associated fees, the proper recording or filing, as applicable, of Mortgages and fixture filings with respect to any Real Estate, in each case in favor of the Agent for the benefit of the applicable Secured Parties and the delivery to the Agent of any stock certificate or promissory note, together with instruments of transfer executed in blank and the delivery of any notices of security to third parties to the extent required to be delivered under the U.K. Security Agreements, in each case, to the extent required by the applicable Loan Documents and/or any other perfection action required under the terms of any Security Document.

(ne) Permitted Acquisition: any acquisition made by the Parent or any of its Restricted Subsidiaries, whether by purchase, merger, amalgamation or otherwise, of (a) all or substantially all of the assets, or any business line, unit or division or product line (including research and development and related assets in respect of any product) of, any Person or (b) a majority of the outstanding Capital Stock of any Person, but in any event, including any Investment in (x) any Restricted Subsidiary the effect of which is to increase the Parent's or any Restricted Subsidiary's equity ownership in such Restricted Subsidiary or (y) any joint venture for the purpose of increasing the Parent's or its relevant Restricted Subsidiary's ownership interest in such joint venture; provided that (i) such acquisition was not effected pursuant to a hostile offer, (ii) at the applicable time elected by the Borrower Agent in accordance with Section 1.5.2, no Event of Default under Sections 11.1(a), (or with respect to the Borrowers) (f) or (g) shall be continuing and (iii) the purchase consideration payable in respect of all Permitted Acquisitions (including the proposed Acquisition and including deferred payment obligations) shall not exceed the Acquisition Cap in the aggregate; provided, however, that no such Acquisition shall count against the Acquisition Cap if either: (A) (x) on a Pro Forma Basis after giving effect to such acquisition, Net Excess Availability has been greater than an amount equal to 12.5% of the Maximum Facility Amount at all times during the thirty (30) day period immediately prior to the consummation of such acquisition, (y) Net Excess Availability is greater than an amount equal to 12.5% of the Maximum Facility Amount after giving effect to such acquisition, and (z) the Fixed Charge Coverage Ratio, on a Pro Forma Basis after giving effect to such acquisition (calculated on a trailing twelve month basis recomputed for the most recent month for which financial statements have been delivered) is not less than 1.0 to 1.0; or (B) (x) average daily Net Excess Availability, on a Pro Forma Basis after giving effect to such acquisition, has been greater than an amount equal to 17.5% of the Maximum Facility Amount for the thirty (30) day period immediately prior to the consummation of such acquisition, and (y) Net Excess Availability is greater than an amount equal to 17.5% of the Maximum Facility Amount after giving effect to such acquisition.

In no event will assets exceeding \$15,000,000 in Value acquired pursuant to a Permitted Acquisition constitute assets eligible for inclusion in the Borrowing Base prior to completion of a field examination, appraisal and other due diligence acceptable to Agent in its Credit Judgment. Assets less than \$15,000,000 in Value acquired pursuant to a Permitted Acquisition shall constitute assets eligible for inclusion in the applicable Borrowing Base (subject to all eligibility criteria) on a temporary basis

pending completion of a field examination, appraisal and other due diligence acceptable to Agent in its Credit Judgment.

(nf) Permitted Lien: Liens permitted pursuant to **Section 10.2.2**.

(ng) Permitted Reorganization: any transaction or undertaking, including any Investments in connection with any internal reorganization and/or any restructuring (including in connection with tax planning and/or corporate reorganization), so long as, after giving effect thereto, neither the Loan Guaranty, taken as a whole, nor the security interest of the Secured Parties in the Collateral, taken as a whole, is materially impaired (including by a material portion of the assets that constitute Collateral immediately prior to such Permitted Reorganization no longer constituting Collateral) as a result of such Permitted Reorganization.

(nh) Person: any individual, corporation, limited liability company, unlimited liability company, partnership, joint venture, joint stock company, land trust, business trust, unincorporated organization, Governmental Authority or other entity.

(ni) PPSA: the Personal Property Security Act (Ontario) and the regulations thereunder; provided, however, if validity, perfection and effect of perfection and non-perfection of Agent's security interest in and Lien on any Collateral are governed by the personal property security laws of any jurisdiction other than Ontario, PPSA shall mean those personal property security laws (including the Civil Code of Quebec) in such other jurisdiction for the purposes of the provisions hereof relating to such validity, perfection, and effect of perfection and non-perfection and for the definitions related to such provisions, as from time to time in effect.

(nj) Primary Obligor: has the meaning assigned to such term in the definition of "Contingent Obligation".

(nk) Pro Forma Basis or pro forma effect: with respect to any determination of the Fixed Charge Coverage Ratio, Consolidated Adjusted EBITDA or Consolidated Total Assets (including any component definitions thereof), that:

(nl) (a) (i) in the case of (A) any Disposition of all or substantially all of the Capital Stock of any Restricted Subsidiary or any division and/or product line of the Parent or any Restricted Subsidiary, (B) any designation of a Restricted Subsidiary as an Unrestricted Subsidiary ~~and/or~~, (C) the implementation of any Business Optimization Initiative relating to a cost savings-related action, and/or (D) the Fourth Amendment Transactions, income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction, shall be excluded as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made and (ii) in the case of any Permitted Acquisition, Investment, designation of an Unrestricted Subsidiary as a Restricted Subsidiary, and/or Business Optimization Initiative relating to a revenue or margin enhancement-related action ~~and/or the opening of any New Location (subject to clause (b)(vi) of the definition of "Consolidated Adjusted EBITDA")~~, income statement items (whether positive or negative) attributable to the property or Person subject to such Subject Transaction shall be included as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made,

(nm) (b) any retirement or repayment of Indebtedness that constitutes a Subject Transaction shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made,

(nn) (c) any incurrence of Indebtedness by the Parent or any of its Restricted Subsidiaries that constitutes a Subject Transaction shall be deemed to have occurred as of the first day of the applicable Test Period with respect to any test or covenant for which the relevant determination is being made; provided that, (x) if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable Test Period for purposes of this definition determined by utilizing the rate that is or would be in effect with respect to such Indebtedness at the relevant date of determination (taking into account any interest hedging arrangements applicable to such Indebtedness), (y) interest on any obligation with respect to any Capital Lease shall be deemed to accrue at an interest rate reasonably determined by a Responsible Officer of the Borrower Agent to be the rate of interest implicit in such obligation in accordance with GAAP and (z) interest on any Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, an overnight financing rate or other rate shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen by the Borrower Agent, and

(no) (d) the acquisition of any asset included in calculating Consolidated Total Assets and/or the amount Cash or Cash Equivalents, whether pursuant to any Subject Transaction or any Person becoming a subsidiary or merging, amalgamating or consolidating with or into the Parent or any of its subsidiaries, or the Disposition of any asset included in calculating Consolidated Total Assets described in the definition of “Subject Transaction” shall be deemed to have occurred as of the last day of the applicable Test Period with respect to any test or covenant for which such calculation is being made.

(np) Pro Rata: (a) with respect to any U.S. Lender and in reference to its U.S. Revolver Commitment, U.S. Facility Obligations, or other matters (including (A) payments of principal, accrued interest and fees related thereto, (B) participations in U.S. LC Obligations and U.S. Swingline Loans, (C) increases or reductions to the U.S. Revolver Commitments pursuant to **Section 2.1.4** or **2.1.7**, and (D) obligations to pay or reimburse Agent for Extraordinary Expenses owed by or in respect of the U.S. Facility Obligors or to indemnify any Indemniteses for Claims relating to the U.S. Facility Obligors) relating thereto, as applicable, a percentage (carried out to the ninth decimal place) determined (i) while the U.S. Revolver Commitments are outstanding, by dividing the amount of such U.S. Lender’s U.S. Revolver Commitment by the aggregate amount of all U.S. Revolver Commitments, and (ii) at any other time, by dividing the amount of such U.S. Lender’s U.S. Revolver Loans and U.S. LC Obligations by the aggregate amount of all U.S. Revolver Loans and U.S. LC Obligations; (b) with respect to any Canadian Lender and in reference to its Canadian Revolver Commitment, Canadian Facility Obligations or other matters (including (A) payments of principal, accrued interest and fees related thereto, (B) participations in Canadian LC Obligations and Canadian Swingline Loans, (C) increases or reductions to the Canadian Revolver Commitments pursuant to **Section 2.1.4**, and (D) obligations to pay or reimburse Agent for Extraordinary Expenses owed by or in respect of the Canadian Facility Obligors or to indemnify any Indemniteses for Claims relating to the Canadian Facility Obligors) relating thereto, as applicable, a percentage (carried out to the ninth decimal place) determined (i) while the Canadian Revolver Commitments are outstanding, by dividing such Canadian Lender’s Canadian Revolver Commitment by

the aggregate amount of all Canadian Revolver Commitments, and (ii) at any other time, by dividing the amount of such Canadian Lender's Canadian Revolver Loans and Canadian LC Obligations by the aggregate amount of all Canadian Revolver Loans and Canadian LC Obligations; (c) with respect to any U.K./Dutch Lender and in reference to its U.K./Dutch Revolver Commitment, U.K./Dutch Facility Obligations or other matters (including (A) payments of principal, accrued interest and fees related thereto, (B) participations in U.K./Dutch LC Obligations and U.K./Dutch Swingline Loans, (C) increases or reductions to the U.K./Dutch Revolver Commitments pursuant to **Section 2.1.4**, and (D) obligations to pay or reimburse Agent for Extraordinary Expenses owed by or in respect of the U.K./Dutch Facility Obligors or to indemnify any Indemnitees for Claims relating to the U.K./Dutch Facility Obligors) relating thereto, as applicable, a percentage (carried out to the ninth decimal place) determined (i) while the U.K./Dutch Revolver Commitments are outstanding, by dividing such U.K./Dutch Lender's U.K./Dutch Revolver Commitment by the aggregate amount of all U.K./Dutch Revolver Commitments, and (ii) at any other time, by dividing the amount of such U.K./Dutch Lender's U.K./Dutch Revolver Loans and U.K./Dutch LC Obligations by the aggregate amount of all U.K./Dutch Revolver Loans and U.K./Dutch LC Obligations; (d) [reserved]; and (e) with respect to any Lender and in reference to any other matter relating to this Agreement or any other Loan Document which is not governed by any of the preceding clauses of this definition (as reasonably determined by Agent from time to time), a percentage (carried out in the ninth decimal place) determined by dividing the amount of such Lender's unused Revolver Commitments and outstanding Loans and LC Obligations, by the aggregate amount of all unused Revolver Commitments and all outstanding Loans and LC Obligations.

(nq) Proceeds: as defined in **Section 7.1**.

(nr) Proceeds of Crime Act: the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (or any successor statute), as amended from time to time, and includes all regulations thereunder.

(ns) Projections: the financial projections of the Parent and its subsidiaries included in the Information Memorandum (or a supplement thereto).

(nt) Property: any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

(nu) Protective Advances: as defined in **Section 2.1.6**.

Public Company Costs: Charges associated with compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and Charges relating to compliance with the provisions of the Securities Act and the Exchange Act (and, in each case, similar Requirements of Law under other jurisdictions), as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors', managers' and/or employees' compensation, fees and expense reimbursement, Charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees and listing and filing fees.

Qualified Capital Stock: of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

Qualified ECP: an Obligor with total assets exceeding \$10,000,000, or that constitutes an “eligible contract participant” under the Commodity Exchange Act and can cause another Person to qualify as an “eligible contract participant” under Section 1a(18)(A)(v)(II) of such Act.

(nv) RCRA: the Resource Conservation and Recovery Act (42 U.S.C. §§ 6991-6991i).

(nw) Real Estate: all right, title and interest (whether as owner, lessor or lessee) in any real Property or any buildings, structures, parking areas or other improvements thereon.

(nx) Refinancing Indebtedness: as defined in **Section 10.2.1(p)**.

(ny) Refunding Capital Stock: has the meaning assigned to such term in Section 10.2.4(a)(viii).

(nz) Regulation U: Regulation U of the FRB as from time to time in effect and all official rulings and interpretations thereunder or thereof.

(oa) Regulation X: Regulation X of the FRB as from time to time in effect and all official rulings and interpretations thereunder or thereof.

(ob) Related Real Estate Documents: with respect to any Real Estate subject to a Mortgage, the following, in form and substance reasonably satisfactory to Agent (or such other Persons as expressly set forth below): (a) all information requested by Agent or any Lender for due diligence and required for Agent or any Lender to comply with Flood Insurance Laws; and (b) (i) a mortgagee title policy (or binder therefor) covering Agent’s interest under the Mortgage, by an insurer reasonably acceptable to Agent, which must be fully paid as of the date of the applicable Mortgage in an amount not to exceed the fair market value of the Real Estate (as determined by a current appraisal of the Real Estate reasonably satisfactory to Agent); (ii) such assignments of leases, estoppel letters, attornment agreements, consents, waivers and releases as Agent may reasonably require and which would be customarily obtained by a lender in connection with a mortgage financing of a property such as the Real Estate with respect to other Persons having an interest in the Real Estate, or an existing as-built survey (reasonably acceptable to Agent), together with a “no change” affidavit sufficient for the applicable title company to remove the general survey exemption and provide customary survey coverage to the mortgagee title policy; (iii) a current, as-built survey of the Real Estate and certified by a licensed surveyor reasonably acceptable to Agent; (iv) a life-of-loan flood hazard determination and, if any Real Estate is located in a special flood hazard zone, flood insurance documentation and coverage as required by Flood Insurance Laws; (v) a current appraisal of the Real Estate, prepared by an appraiser acceptable to Agent, and in form and substance reasonably satisfactory to all Lenders; (vi) an environmental assessment, prepared by environmental engineers reasonably acceptable to Agent, a customary environmental indemnity agreement if appropriate, and such other reports, certificates, studies or data as Agent may reasonably require, all in form and substance reasonably satisfactory to Agent; and (vii) such other documents, legal opinions, instruments or agreements as Agent may reasonably require with respect to such Real Estate and Mortgage and which are customary for a mortgage financing transaction.

(oc) Release: any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or

disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

(od) Relevant Canadian Governmental Body: the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

(oe) Relevant Governmental Body: the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

(of) Relevant Rate: with respect to any Loan denominated in (a) British Pounds, SONIA, (b) [reserved], (c) Euros, EURIBOR, (d) Dollars, Term SOFR and (e) Canadian Dollars, Term CORRA, as applicable.

(og) Replacement Debt: any Refinancing Indebtedness (whether borrowed in the form of secured or unsecured loans, issued in a public offering, Rule 144A under the Securities Act or other private placement or bridge financing in lieu of the foregoing or otherwise) incurred in respect of Indebtedness permitted under Section 10.2.1(t) (and any subsequent refinancing of such Replacement Debt).

(oh) Report: as defined in **Section 12.2.3**.

(oi) Reporting Trigger Period: the period (a) commencing on the day that an Event of Default occurs, or Net Excess Availability is less than, at any time, an amount equal to 10% of the Maximum Facility Amount; and (b) continuing until, during the preceding 30 consecutive days, no Event of Default has existed and Net Excess Availability has been greater than, at all times, an amount equal to 10% of the Maximum Facility Amount.

(oj) Required Lenders: Lenders (subject to **Section 4.2**) having unused Revolver Commitments and outstanding Loans and LC Obligations, in excess of 50% of the aggregate amount of all unused Revolver Commitments and all outstanding Loans and LC Obligations; provided, however, that the Commitments and Loans of any Defaulting Lender shall be excluded from such calculation; provided, further, that at any time there are: (i) 2 or more Lenders, “Required Lenders” must include at least 2 Lenders, and (ii) less than 2 Lenders, “Required Lenders” must include all Lenders.

(ok) Requirements of Law: with respect to any Person, collectively, the common law and all federal, state, provincial, territorial, municipal, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

(ol) Reset Date: as defined **Section 5.13**.

(om) Resolution Authority: an EEA Resolutions Authority or, with respect to any U.K. Financial Institution, a U.K. Resolution Authority.

(on) Responsible Officer: of any Person means the chief executive officer, the president, the chief financial officer, any statutory director, the treasurer, any assistant treasurer, any executive vice president, any senior vice president, any vice president or the chief operating officer of such Person and any other individual or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the Closing Date, shall include any secretary or assistant secretary or any other individual or similar official thereof with substantially equivalent responsibilities of an Obligor. Any document delivered hereunder that is signed by a Responsible Officer of any Obligor shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Obligor, and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Obligor.

(oo) Responsible Officer Certification: with respect to the financial statements for which such certification is required, the certification of a Responsible Officer of the Parent that such financial statements fairly present, in all material respects, in accordance with GAAP, the consolidated financial condition of the Parent as at the dates indicated and its consolidated income and cash flows for the periods indicated, subject to the absence of footnotes and changes resulting from audit and normal year-end adjustments.

(op) Restricted Debt: has the meaning set forth in Section 10.2.4(b).

(oq) Restricted Debt Payments: has the meaning set forth in Section 10.2.4(b).

(or) Restricted Payment: (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of Parent, except a dividend payable solely in shares of Qualified Capital Stock to the holders of such class; (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value (other than solely for shares of Qualified Capital Stock) of any shares of any class of the Capital Stock of Parent and (c) any payment (other than any payment made solely with shares of Qualified Capital Stock) made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Capital Stock of Parent now or hereafter outstanding.

(os) Restricted Subsidiary: as to any Person, any subsidiary of such Person that is not an Unrestricted Subsidiary. Unless otherwise specified, "Restricted Subsidiary" shall mean any Restricted Subsidiary of the Parent. Each Subsidiary of the Parent that is a Borrower shall constitute a Restricted Subsidiary at all times.

(ot) Revolver Commitment: a U.S. Revolver Commitment and/or a Canadian Revolver Commitment and/or a U.K./Dutch Revolver Commitment, as the context requires. "Revolver Commitment Total" means the U.S. Revolver Commitments and/or the Canadian Revolver Commitments and/or the U.K./Dutch Revolver Commitment, as the context requires. "Revolver Commitments" means the aggregate of the U.S. Revolver Commitments, the Canadian Revolver Commitments, and the U.K./Dutch Revolver Commitments.

(ou) Revolver Facilities: as defined in **Section 14.11(a)(vi)**.

(ov) Revolver Loan: a U.S. Revolver Loan and/or a Canadian Revolver Loan and/or a U.K./Dutch Revolver Loan, as the context requires.

(ow) Revolver Notes: collectively, the U.S. Revolver Notes, the Canadian Revolver Notes, and the U.K./Dutch Revolver Notes.

(ox) Royalties: all royalties, fees, expense reimbursement and other amounts payable by an Obligor or a Restricted Subsidiary under a License.

(oy) S&P: Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

(oz) Sale and Lease-Back Transaction: has the meaning assigned to such term in Section 10.2.8.

(pa) Sanctioned Country: at any time, a country or territory which is itself the subject or target of any comprehensive Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Syria, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic and the non-government controlled areas of the Kherson and Zaporizhzhia regions of Ukraine).

(pb) Sanctioned Person: at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state, the U.K. government including His Majesty's Treasury of the United Kingdom, the Canadian government, the German government or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person currently the subject or target of any Sanctions or (d) any Person 50% or more owned or controlled by any such Person or Persons described in the foregoing clauses (a), (b) or (c).

(pc) Sanctions: any economic or financial sanctions and/or trade embargoes or restrictive measures imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state, the U.K. government including His Majesty's Treasury of the United Kingdom, Canadian government, the German government or other relevant sanctions authority.

(pd) Scheduled Unavailability Date: has the meaning specified in Section 3.11(g).

(pe) SEC: the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

(pf) Second Amended and Restated Loan Agreement: as defined in the recitals hereto.

(pg) Second Amended Original Closing Date: as defined in the recitals hereto.

(ph) Secured Bank Product Obligations: Bank Product Debt owing to a Secured Bank Product Provider, up to the maximum amount (in the case of any Secured Bank Product Provider other than Bank

of America and its Affiliates and branches) specified by such provider in writing to Agent, which amount may be established or increased (by further written notice to Agent from time to time) as long as no Default or Event of Default exists and no Overadvance would result from establishment of a Canadian Bank Product Reserve, U.S. Bank Product Reserve, or U.K./Dutch Bank Product Reserve, as applicable, for such amount and all other Secured Bank Product Obligations; provided, that Secured Bank Product Obligations of an Obligor shall not include its Excluded Swap Obligations.

(pi) Secured Bank Product Provider: (a) Bank of America or any of its Affiliates or branches; and (b) any other Lender or Affiliate or branch of a Lender that is providing a Bank Product, provided such provider delivers written notice to Agent, in form and substance reasonably satisfactory to Agent, by the later of the Closing Date or 10 days following creation of the Bank Product (for the avoidance of doubt, written notices delivered to Agent prior to the Closing Date do not need to be re-delivered), (i) describing the Bank Product and setting forth the maximum amount to be secured by the Collateral and the methodology to be used in calculating such amount, and (ii) agreeing to be bound by **Section 12.13**.

(pj) Secured Parties: Canadian Facility Secured Parties and/or U.S. Facility Secured Parties and/or U.K./Dutch Facility Secured Parties, as the context requires.

(pk) Securities: any stock, shares, units, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; provided that “Securities” shall not include any earn-out agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

(pl) Securities Act: the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

(pm) Security Documents: this Agreement, the Guarantees, Mortgages, Intellectual Property Security Agreements, Canadian Security Agreements, U.K. Security Documents, Dutch Security Documents, Mexican Security Documents, the Perfection Certificate (including any Perfection Certificate delivered to Agent pursuant to the definition of “Collateral and Guarantee Requirement”), Deposit Account Control Agreements, Credit Card Notifications, and all other documents, instruments and agreements now or hereafter securing (or given with the intent to secure) any Obligations.

(pn) Senior Officer: the chairman of the board, director, president, chief executive officer, chief financial officer or treasurer of a Borrower or, if the context requires, an Obligor.

(po) Settlement Report: a report delivered by Agent to the Applicable Lenders summarizing the Revolver Loans and, if applicable, participations in LC Obligations outstanding as of a given settlement date, allocated to the Applicable Lenders on a Pro Rata basis in accordance with their Revolver Commitments.

(pp) Similar Business: any Person the majority of the revenues of which are derived from a business that would be permitted by Section 10.2.10 if the references to “Restricted Subsidiaries” in Section 10.2.10 were read to refer to such Person.

(pq) Sixth Amendment Effective Date: September 23, 2022.

~~Small Venue New Location: a New Location that has less than 50 driving range bays.~~

(pr) SOFR: the secured overnight financing rate as administered by FRBNY (or a successor administrator).

(ps) SOFR Adjustment: with respect to Daily Simple SOFR and Term SOFR, 0.10%.

(pt) Solidary Claim: as defined in **Section 12.1.1(b)**.

(pu) Solvent: as to any Person, such Person (a) owns Property whose fair salable value is greater than the amount required to pay all of its debts (including contingent, subordinated, unmatured and unliquidated liabilities); (b) owns Property whose present fair salable value (as defined below) is greater than the probable total liabilities (including contingent, subordinated, unmatured and unliquidated liabilities) of such Person as they become absolute and matured; (c) is able to pay all of its debts as they mature; (d) has capital that is not unreasonably small for its business and is sufficient to carry on its business and transactions and all business and transactions in which it is about to engage; (e) is not “insolvent” within the meaning of Section 101(32) of the U.S. Bankruptcy Code; and (f) has not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under any Loan Documents, or made any conveyance in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of such Person or any of its Affiliates. “Fair salable value” means the amount that could be obtained for assets within a reasonable time, either through collection or through sale under ordinary selling conditions by a capable and diligent seller to an interested buyer who is willing (but under no compulsion) to purchase. In addition to the foregoing, “Solvent” means, with respect to any Canadian Subsidiary, that such Canadian Subsidiary is (i) adequately capitalized, (ii) owns assets, the value of which, on a going concern basis, exceeds the liabilities of such Person, (iii) will have sufficient working capital to pay its debts as they become due, (iv) has not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under any Loan Documents, or made any conveyance in connection therewith, with actual intent to hinder, delay or defraud either the present or future creditors of such Subsidiary or any of its Affiliates, and (v) is not an “insolvent person” as defined in the Bankruptcy and Insolvency Act (Canada). “Solvent” means, with respect to any U.K. Subsidiary, it is not and is not deemed for the purpose of and under the Insolvency Act 1986 to be unable to pay its debts as they fall due (other than under section 123(1)(a) of the Insolvency Act 1986). “Solvent” means, with respect to any Dutch Subsidiary, that it has not (i) been declared bankrupt, (ii) been dissolved, (iii) subjected to a moratorium, and (iv) entered into a private arrangement pursuant to the Court Approval of a Private Composition (Prevention of Insolvency) Act (*Wet homologatie onderhands akkoord (WFOA)*).

(pv) SONIA: with respect to any applicable determination date, the Sterling Overnight Index Average Reference Rate published on such date on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Agent from time to time).

time); provided however that if such determination date is not a Business Day, SONIA means such rate that applied on the first Business Day immediately prior thereto.

(pw) SONIA Adjustment: with respect to SONIA, 0.0326% per annum.

(px) SONIA Loan: a Loan bearing interest at a rate determined by reference to the SONIA Rate.

(py) SONIA Rate: with respect to any Loan denominated in Sterling, the rate per annum equal to SONIA determined pursuant to the definition thereof plus the SONIA Adjustment; provided that in no event shall the SONIA Rate be less than 0.00%. Any change in the SONIA Rate shall be effective from and including the date of such change without further notice.

(pz) Specified Adjustment Cap: has the meaning assigned to such term in the definition of “Consolidated Adjusted EBITDA”.

~~**Specified Capital Lease Obligation: any obligation with respect to a triple net lease or other lease related to the land and improvements for any Topgolf location that, in accordance with GAAP, is required to be treated as a Capital Lease.**~~

~~**Specified Facility Lease: (a) the Existing Master Facility Lease and (b) each New Facility Lease.**~~

(qa) Specified Obligor: an Obligor that is not then an “eligible contract participant” under the Commodity Exchange Act (determined prior to giving effect to **Section 5.11**).

~~**Specified Sale and Lease-Back Transaction: a Sale and Lease-Back Transaction entered into with respect to any Topgolf location.**~~

(qb) Spot Rate: the exchange rate, as determined by Agent, that is applicable to conversion of one currency into another currency, which is (a) the exchange rate reported by Bloomberg (or other commercially available source designated by Agent) as of the end of the preceding business day in the financial market for the first currency; or (b) if such report is unavailable for any reason, the spot rate for the purchase of the first currency with the second currency as in effect during the preceding business day in Agent’s principal foreign exchange trading office for the first currency.

(qc) Subject Person: has the meaning assigned to such term in the definition of “Consolidated Net Income”.

(qd) Subject Transaction: with respect to any Test Period, (a) the Transactions, (b) any Permitted Acquisition or any other acquisition, whether by purchase, merger or otherwise, of all or substantially all of the assets of, or any business line, unit or division of, any Person or of a majority of the outstanding Capital Stock of any Person (and, in any event, including any Investment in (x) any Restricted Subsidiary the effect of which is to increase the Parent’s or any Restricted Subsidiary’s respective equity ownership in such Restricted Subsidiary or (y) any joint venture for the purpose of increasing the Parent’s or its relevant Restricted Subsidiary’s ownership interest in such joint venture), in each case that is permitted by this Agreement, (c) any Disposition of all or substantially all of the assets or Capital Stock of any subsidiary (or any business unit, line of business or division of the Parent and/or any

Restricted Subsidiary) not prohibited by this Agreement, (d) the designation of a Restricted Subsidiary as an Unrestricted Subsidiary or an Unrestricted Subsidiary as a Restricted Subsidiary in accordance with Section 10.1.10 hereof, (e) any incurrence or repayment of Indebtedness (other than revolving Indebtedness), (f) any capital contribution in respect of Qualified Capital Stock or any issuance of Qualified Capital Stock, (g) any Business Optimization Initiative, (h) the ~~opening of any New Location~~**Fourth Amendment Transactions**, and/or (i) any other event that by the terms of the Loan Documents requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a Pro Forma Basis.

(qe) Subsidiary and subsidiary: with respect to any Person, any corporation, partnership, limited liability company, unlimited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other subsidiaries of such Person or a combination thereof, in each case to the extent the relevant entity's financial results are required to be included in such Person's consolidated financial statements under GAAP; provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interests in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding. Unless otherwise specified, "subsidiary" and "Subsidiary" shall mean any Subsidiary of the Parent.

(qf) Successor Borrower: has the meaning assigned to such term in Section 10.2.7(a).

(qg) Successor Rate: has the meaning set forth in Section 3.6.

(qh) Supermajority Lenders: Lenders (subject to **Section 4.2**) having (a) Revolver Commitments in excess of 75% of the aggregate Revolver Commitments; and (b) if the Revolver Commitments have terminated, Revolver Loans and LC Obligations in excess of 75% of all outstanding Revolver Loans and LC Obligations; provided, however, that the Commitments and Loans of any Defaulting Lender shall be excluded from such calculation.

Sustainability Assurance Provider: as defined in Section 4.7.1.

(qi) Sustainability Coordinator: Bank of America, N.A. in its capacity as the sustainability coordinator.

(qj) Swap: as defined in Section 1a(47) of the Commodity Exchange Act.

Swap Obligations: with respect to an Obligor, its obligations under a Hedging Agreement that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

(qk) Swingline Loans: the Canadian Swingline Loans, the U.S. Swingline Loans, and the U.K./Dutch Swingline Loans.

(ql) T2: the real time gross settlement system operated by the Eurosystem, or any successor system.

(qm) TARGET Day: any day on which T2 (or, if such payment system ceases to be operative, such other payment system (if any) determined by the Agent acting reasonably to be a suitable replacement) is open for the settlement of payments in Euros.

(qn) Tax Credit: a credit against, relief or remission for, or repayment of any Tax.

(qo) Tax Deduction: as defined in **Section 5.9.2(a)**.

(qp) Taxes: all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

(qq) Term CORRA: for any Interest Period relating to a Loan denominated in Canadian Dollars (other than Canadian Prime Rate Loans), (a) the rate per annum equal to the forward-looking term rate based on CORRA, as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) (in such cases, the “Term CORRA Screen Rate”) on the day that is two (2) Business Days prior to such Interest Period (or if such day is not a Business Day, then on the immediately preceding Business Day), with a term equivalent to such Interest Period, plus (b) the Term CORRA Adjustment for such Interest Period; *provided*, that if Term CORRA determined in accordance with this definition would otherwise be less than zero, Term CORRA shall be deemed zero for purposes of this Agreement.

(qr) Term CORRA Adjustment: (i) 0.29547% (29.547 basis points) for an Interest Period of one-month’s duration and 0.32138% (32.138 basis points) for an Interest Period of three-months’ duration.

(qs) Term CORRA Loan: means a Loan, or a portion thereof, denominated in Canadian Dollars that bears interest based on Term CORRA.

(qt) Term CORRA Screen Rate: has the meaning specified in the definition of “Term CORRA”.

Term Loan Collateral: has the meaning assigned to such term in the Intercreditor Agreement.

Term Loan Collateral Agent: as defined in the Intercreditor Agreement.

Term Loan Documents: the Loan Documents (as defined in the Term Loan Facility Agreement).

Term Loan Facility Agreement: as defined in the Intercreditor Agreement.

(qu) Term SOFR: (a) for any Interest Period relating to a Loan (other than a Base Rate Loan), the rate per annum equal to the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the commencement of such Interest Period with a term equivalent to such Interest Period, provided that if such rate is not published prior to 11:00 a.m. on such determination date, then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such Interest Period; and (b) for any interest calculation relating to a Base Rate Loan on any day, the rate per annum equal to the Term

SOFR Screen Rate two U.S. Government Securities Business Days prior to such date with a term of one month commencing that day, provided that if the rate is not published prior to 11:00 a.m. on such determination date, then Term SOFR means the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto, in each case, plus the SOFR Adjustment for such term; provided, that if Term SOFR determined in accordance with either of the foregoing provisions (a) or (b) would otherwise be less than zero, Term SOFR shall be deemed zero for purposes of this Agreement.

(qv) Term SOFR Loan: a Loan that bears interest based on clause (a) of the definition of Term SOFR.

(qw) Term SOFR Replacement Date: has the meaning specified in Section 3.6(b).

(qx) Term SOFR Revolver Loan: a Revolver Loan that bears interest at a rate based on clause (a) of the definition of Term SOFR.

(qy) Term SOFR Screen Rate: the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Agent) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Agent from time to time).

(qz) Term SOFR Successor Rate: has the meaning specified in Section 3.6(b).

(ra) Termination Event: (a) the whole or partial withdrawal of a Canadian Subsidiary from a Canadian Pension Plan during a plan year; or (b) the filing of a notice of interest to terminate in whole or in part a Canadian Pension Plan or the treatment of a Canadian Pension Plan amendment as a termination or partial termination; or (c) the institution of proceedings by any Governmental Authority to terminate in whole or in part or have a trustee appointed to administer a Canadian Pension Plan; or (d) any other event or condition which might constitute grounds for the termination of or winding up, or partial termination of or winding up, or the appointment of a trustee to administer, any Canadian Pension Plan.

Test Period: as of any date, the period of four consecutive Fiscal Quarters then most recently ended for which financial statements of the type described in Section 10.1.1(a) or (b), as applicable, have been delivered (or are required to have been delivered) or have been prepared and are available for delivery.

TG Released Obligor: shall have the meaning set forth in the Fourth Amendment.

TG Sale: shall have the meaning set forth in the Fourth Amendment.

TG Sale Agreement: shall have the meaning set forth in the Fourth Amendment.

Third Amended Original Closing Date: as defined in the recitals hereto.

(rb) Third Amendment: that certain Third Amendment to Fifth Amended and Restated Loan and Security Agreement, dated as of the Third Amendment Signing Date, by and among the Borrowers and other Obligors party thereto, Agent and the Lenders party thereto.

(rc) Third Amendment Effective Date: shall have the meaning set forth in the Third Amendment.

(rd) Third Amendment Signing Date: shall have the meaning set forth in the Third Amendment.

(re) Threshold Amount: the greater of (x) \$~~85,000,000~~39,000,000 and (y) 15% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period.

(rf) Threshold Percentage: 12.5%.

~~**Topgolf: Topgolf International, Inc., a Delaware corporation:**~~

~~**Topgolf Business: the business of Topgolf and its Subsidiaries as in effect on the Closing Date and, for purposes of the definition of "U.S. Accounts Formula Amount", as otherwise in effect in a manner that does not violate Section 10.2.10.**~~

~~**Topgolf Location Indebtedness: Indebtedness relating to Topgolf locations in the form of mortgage financings, Capital Lease obligations, including Specified Capital Lease Obligations, and/or, to the extent constituting Indebtedness, operating lease liabilities, finance lease liabilities and deemed landlord financing liabilities.**~~

~~**Toptracer Bays: the suites of Topgolf brand identity, Intellectual Property, software and hardware leased or licensed to golf courses, driving ranges or similar facility operators for use in a covered or uncovered bay or similar structure.**~~

(rg) Total Revolver Exposure: as of any date of determination, the sum of the U.S. Revolver Exposure plus the Canadian Revolver Exposure plus the U.K./Dutch Revolver Exposure.

(rh) Trademark: the following: (a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all domestic rights corresponding to any of the foregoing.

(ri) Transaction Costs: fees, premiums, expenses and other transaction costs (including original issue discount or upfront fees) payable or otherwise borne by the Parent and/or its subsidiaries in connection with the Transactions and the transactions contemplated thereby.

(rj) Transactions: collectively, (a) the execution, delivery and performance by the Obligors of the Loan Documents to which they are a party and the borrowing of Loans hereunder, (b) the execution, delivery and performance by the Parent and its applicable Restricted Subsidiaries of the Term Loan

Facility Agreement, (c) the refinancing in full of all obligations under, and the termination of the security interests and guarantees with respect to, (x) the Credit Agreement, dated as of January 4, 2019, by and among the Parent, the lenders party thereto and Bank of America, N.A., as administrative agent thereunder and (y) the Amended and Restated Credit Agreement, dated as of February 8, 2019, by and among Topgolf **International, Inc.**, as borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent thereunder, and (d) the payment of the Transaction Costs.

(rk) Transferee: any actual or potential Eligible Assignee, Participant or other Person acquiring an interest in any Obligations.

(rl) Travis Mathew Retail: Travis Mathew Retail, LLC, a California limited liability company.

(rm) Treasury Capital Stock: has the meaning assigned to such term in Section 10.2.4(a)(viii).

(rn) Treaty Lender: a Lender which: (a) is treated as a resident of a Treaty State for the purposes of a Treaty; and (b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected.

Treaty State: a jurisdiction having a double taxation agreement (a "Treaty") with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

(ro) Type: any type of a Loan (*i.e.*, a Term SOFR Loan, a U.S. Base Rate Loan, a Term CORRA Loan, a Canadian Base Rate Loan, a Canadian Prime Rate Loan, a U.K./Dutch Base Rate Loan, a SONIA Loan, or a EURIBOR Loan) and, in the case of Term SOFR Loans, Term CORRA Loans and EURIBOR Loans, the same Interest Period.

(rp) UCC: the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

(rq) U.K./Canadian Allocable Amount: as defined in **Section 5.11**.

(rr) U.K./Canadian Guarantor Payment: as defined in **Section 5.11**.

(rs) U.K. and United Kingdom: the United Kingdom of Great Britain and Northern Ireland.

(rt) U.K. Borrowers: as defined in the preamble to this Agreement.

(ru) U.K. Domiciled Obligor: each U.K. Subsidiary which is at any time an Obligor, and "U.K. Domiciled Obligors" means all such Persons, collectively.

(rv) U.K. Dominion Account: a special account established by the U.K. Borrowers at Bank of America, N.A. (London Branch) or another bank acceptable to Agent in its Credit Judgment, over which Agent has exclusive control for withdrawal purposes during any Dominion Trigger Period.

(rw) U.K./Dutch Accounts Formula Amount: the sum of (a)(i) as of any date of determination within the period beginning on May 1 through and including October 31 of each Fiscal Year, 85% of the Value of Eligible Accounts of the U.K./Dutch Borrowers; and (ii) as of any date of determination within the period beginning on November 1 through and including April 30 of each Fiscal Year, 90% of the Value of Eligible Accounts of the U.K./Dutch Borrowers ~~(or 85% of the Value solely with respect to Eligible Accounts of the U.K./Dutch Borrowers arising from the Topgolf Business), plus (b) 90% of the Value of Eligible Credit Card Receivables of the U.K. Borrowers, arising from the Topgolf Business, plus (b). [reserved]~~.

(rx) U.K./Dutch Availability: as of any date of determination, the U.K./Dutch Borrowing Base as of such date of determination minus the aggregate principal amount of all U.K./Dutch Revolver Loans outstanding on such date of determination.

(ry) U.K./Dutch Availability Reserve: the sum (without duplication) of (a) the Inventory Reserve with respect to the U.K./Dutch Borrowers' Inventory; (b) the U.K./Dutch Rent and Charges Reserve; (c) the U.K./Dutch LC Reserve; (d) the U.K./Dutch Bank Product Reserve; (e) all accrued Royalties of the U.K./Dutch Domiciled Obligors, whether or not then due and payable by a U.K./Dutch Domiciled Obligor; (f) the aggregate amount of liabilities secured by Liens upon U.K./Dutch Facility Collateral assets that are included in the U.K./Dutch Borrowing Base that are senior to the Agent's Liens (but imposition of any such reserve shall not waive an Event of Default arising therefrom); (g) the U.K./Dutch Dilution Reserve; (h) the U.K./Dutch Priority Payables Reserve; and (i) such additional reserves, in such amounts and with respect to such matters, as Agent in its Credit Judgment may elect to impose from time to time with respect to the U.K./Dutch Borrowing Base.

(rz) U.K./Dutch Bank Product Reserve: the aggregate amount of reserves established by Agent from time to time in its discretion in respect of Secured Bank Product Obligations owing by the U.K./Dutch Domiciled Obligors and their Subsidiaries.

(sa) U.K./Dutch Base Rate Loan: a U.K./Dutch Revolver Loan, or portion thereof, funded in Dollars and bearing interest calculated by reference to the Foreign Base Rate.

(sb) U.K./Dutch Borrowers: as defined in the preamble to this Agreement.

(sc) U.K./Dutch Borrowing Base: on any date of determination, an amount equal to the lesser of (a) the result of: (i) the Maximum U.K./Dutch Facility Amount, minus (ii) the U.K./Dutch LC Reserve; or (b) the result of: (i) the U.K./Dutch Accounts Formula Amount, plus (ii) the U.K./Dutch Inventory Formula Amount, plus (iii) 100% of the amount of U.K. Pledged Cash and Dutch Pledged Cash, plus (iv) ~~the lesser of (A) 85% of the Bays NOLV of Eligible Toptracer Bays of the U.K. Borrowers, and (B) the aggregate per bay unit cost of Eligible Toptracer Bays of the U.K. Borrowers as set forth on the U.K. Borrowers' books and records, minus~~ (iv) the U.K./Dutch Availability Reserve. ~~Notwithstanding the foregoing, the aggregate amount of the U.K./Dutch Borrowing Base and U.S. Borrowing Base which may be attributed to Eligible Toptracer Bays shall not exceed the lesser of (x) \$50,000,000 and (y) an amount equal to 10% of the Maximum Facility Amount.~~

(sd) U.K./Dutch Borrowing Base Certificate: a certificate, in form and substance reasonably satisfactory to Agent, by which the U.K./Dutch Borrowers certify calculation of the U.K./Dutch Borrowing Base.

(se) U.K./Dutch Cash Collateral Account: a demand deposit, money market or other account established by Agent at Bank of America, N.A. (London Branch) or such other financial institution as Agent may select in its Credit Judgment, which account shall be for the benefit of the U.K./Dutch Facility Secured Parties and shall be subject to Agent's Liens securing the U.K./Dutch Facility Obligations.

(sf) U.K./Dutch Dilution Reserve: as of any date of determination, an amount sufficient to reduce the advance rate against Eligible Accounts of the U.K./Dutch Borrowers by 1% for each whole percentage point (or portion thereof) by which the Dilution Percent is in excess of 5.0%.

(sg) U.K./Dutch Domiciled Obligor: each (i) U.K. Domiciled Obligor, and (ii) each Dutch Domiciled Obligor, and "U.K./Dutch Domiciled Obligors" means all such Persons, collectively.

(sh) U.K./Dutch Expeditors Reserve: as of any date of determination, the aggregate amount of accounts payable owed by any U.K./Dutch Facility Obligor to Expeditors, as determined by Agent in its Credit Judgment.

(si) U.K./Dutch Facility Collateral: all Collateral that now or hereafter secures (or is intended to secure) any of the U.K./Dutch Facility Obligations, including Property of each U.K./Dutch Domiciled Obligor, each U.S. Domiciled Obligor, and each Canadian Domiciled Obligor.

(sj) U.K./Dutch Facility Guarantee: each guarantee agreement (including this Agreement) at any time executed by a U.K./Dutch Facility Guarantor in favor of Agent guaranteeing all or any portion of the U.K./Dutch Facility Obligations.

(sk) U.K./Dutch Facility Guarantor: Parent, each U.K. Subsidiary party hereto from time to time, each Canadian Subsidiary party hereto from time to time, each Dutch Subsidiary party hereto from time to time, each U.S. Subsidiary party hereto from time to time, and each other Person (if any) who guarantees payment and performance of any U.K./Dutch Facility Obligations.

(sl) U.K./Dutch Facility Obligations: all Obligations of the U.K./Dutch Facility Obligors (excluding, for the avoidance of doubt, the Obligations of the U.S. Domiciled Obligors as borrowers or guarantors of any U.S. Facility Obligations).

(sm) U.K./Dutch Facility Obligor: each of the U.K./Dutch Borrowers or any U.K./Dutch Facility Guarantor, and "U.K./Dutch Facility Obligors" means all of such Persons, collectively.

(sn) U.K./Dutch Facility Secured Parties: the Agent, the U.K./Dutch Issuing Bank, the U.K./Dutch Lenders and the Secured Bank Product Providers who provide Bank Products to the U.K./Dutch Facility Obligors and their Subsidiaries.

(so) U.K./Dutch Inventory Formula Amount: as of any date of determination, the lesser of (a) 75% of the Value of the U.K./Dutch Borrowers' Eligible Inventory and (b) 85% of the NOLV Percentage of the Value of the U.K./Dutch Borrowers' Eligible Inventory. Notwithstanding the foregoing, the

aggregate amount of the U.K./Dutch Inventory Formula Amount which may be attributed to Eligible In-Transit Inventory (the “U.K./Dutch In-Transit Availability”) shall not exceed \$5,000,000; provided that, the U.K./Dutch In-Transit Availability (after taking into effect the previous proviso) shall be reduced by the U.K./Dutch Expeditors Reserve if, as of any date of determination, either (I) U.K./Dutch Net Excess Availability is less than 10% of the Maximum U.K./Dutch Facility Amount, or (II) there are any accounts payable owed by any U.K./Dutch Facility Obligor to Expeditors which are aged in excess of historical levels (except in cases of good faith disputes).

(sp) U.K./Dutch Issuing Bank: Bank of America or an Affiliate of Bank of America.

(sq) U.K./Dutch LC Obligations: the sum (without duplication) of (a) all amounts owing by the U.K./Dutch Borrowers for any drawings under Letters of Credit; (b) the stated amount of all outstanding Letters of Credit issued for the account of the U.K./Dutch Borrowers, which if such Letter of Credit is denominated in a currency other than Dollars, British Pounds or Euros, may be stated by Agent (at its option) in Dollars, British Pounds or Euros calculated at the Spot Rate; and (c) all fees and other amounts owing with respect to Letters of Credit issued for the account of the U.K./Dutch Borrowers.

(sr) U.K./Dutch LC Reserve: the aggregate of all U.K./Dutch LC Obligations, other than those that have been Cash Collateralized.

(ss) U.K./Dutch Lenders: each Lender that has issued a U.K./Dutch Revolver Commitment (provided that such Person or an Affiliate of such Person also has a U.S. Revolver Commitment).

(st) U.K./Dutch Letter of Credit Subline: \$2,000,000.

(su) U.K./Dutch Letters of Credit: any standby or documentary letter of credit issued by the U.K./Dutch Issuing Bank for the account of the U.K./Dutch Borrowers, or any indemnity, guarantee, exposure transmittal memorandum or similar form of credit support issued by Agent or the U.K./Dutch Issuing Bank for the benefit of a U.K./Dutch Borrower or any of its Subsidiaries.

(sv) U.K./Dutch Net Excess Availability: as of any date of determination, an amount equal to the U.K./Dutch Availability minus the aggregate amount, if any, of all trade payables of U.K./Dutch Domiciled Obligors that are more than 60 days past due (or such later date as Agent may approve in its sole discretion) and all book overdrafts of U.K./Dutch Domiciled Obligors in excess of historical practices with respect thereto, in each case as determined by Agent in its Credit Judgment.

(sw) U.K./Dutch Overadvance: as defined in **Section 2.1.5**.

(sx) U.K./Dutch Overadvance Loan: a U.K./Dutch Revolver Loan made to a U.K./Dutch Borrower when a U.K./Dutch Overadvance exists or is caused by the funding thereof.

(sy) U.K./Dutch Overadvance Loan Balance: on any date, the amount by which the aggregate U.K./Dutch Revolver Exposure exceeds the amount of the U.K./Dutch Borrowing Base on such date.

(sz) U.K./Dutch Priority Payables Reserve: as of any date of determination, a reserve in such amount as the Agent may determine in its Credit Judgment to reflect the full amount of any liabilities or amounts which (by virtue of any Liens or any statutory provision) rank or are capable of ranking in

priority to the Agent's Liens and/or for amounts which may represent costs relating to the enforcement of the Agent's Liens including, without limitation, but only to the extent prescribed pursuant to English law and statute then in force, (i) amounts due to employees in respect of unpaid wages and holiday pay, (ii) the amount of all scheduled but unpaid pension contributions, (iii) the "prescribed part" of floating charge realisations held for unsecured creditors, (iv) amounts due to HM Revenue and Customs in respect of value added tax (VAT), pay as you earn (PAYE) (including student loan repayments), employee national insurance contributions and construction industry scheme deductions and amounts relating to any equivalent taxes in the Netherlands and (v) the expenses and liabilities incurred by any administrator (or other insolvency officer) and any remuneration of such administrator (or other insolvency officer).

(ta) U.K./Dutch Reimbursement Date: as defined in **Section 2.2.2**.

(tb) U.K./Dutch Rent and Charges Reserve: the aggregate of (a) all past due rent and other amounts owing by an Obligor to any landlord, warehouseman, processor, repairman, mechanic, shipper, freight forwarder, broker or other Person who possesses any U.K./Dutch Facility Collateral assets included in the U.K./Dutch Borrowing Base or that consist of books and records related to any U.K./Dutch Facility Collateral assets included in the U.K./Dutch Borrowing Base, or could assert a Lien on any U.K./Dutch Facility Collateral assets included in the U.K./Dutch Borrowing Base or that consist of books and records related to any U.K./Dutch Facility Collateral assets included in the U.K./Dutch Borrowing Base; and (b) a reserve at least equal to three months' rent and other charges that are reasonably expected to be payable to any such Person, unless it has executed a Lien Waiver.

(tc) U.K./Dutch Required Lenders: U.K./Dutch Lenders (subject to **Section 4.2**) having (a) U.K./Dutch Revolver Commitments in excess of 50% of the aggregate U.K./Dutch Revolver Commitments; and (b) if the U.K./Dutch Revolver Commitments have terminated, U.K./Dutch Revolver Loans and U.K./Dutch LC Obligations in excess of 50% of all outstanding U.K./Dutch Revolver Loans and U.K./Dutch LC Obligations; provided, however, that the U.K./Dutch Revolver Commitments and U.K./Dutch Revolver Loans of any Defaulting Lender shall be excluded from such calculation; provided, further, that at any time there are: (i) 2 or more U.K./Dutch Lenders, "U.K./Dutch Required Lenders" must include at least 2 U.K./Dutch Lenders, and (ii) less than 2 U.K./Dutch Lenders, "U.K./Dutch Required Lenders" must include all U.K./Dutch Lenders.

(td) U.K./Dutch Revolver Commitment: for any U.K./Dutch Lender, its obligation to make U.K./Dutch Revolver Loans and to participate in U.K./Dutch LC Obligations, in the applicable Available Currencies, up to the maximum principal amount shown on **Schedule 1.1**, or as hereafter determined pursuant to each Assignment and Acceptance to which it is a party, as such U.K./Dutch Revolver Commitment may be adjusted from time to time in accordance with the provisions of **Sections 2.1.4** or **11.2**. "U.K./Dutch Revolver Commitments" means the aggregate amount of such commitments of all U.K./Dutch Lenders.

(te) U.K./Dutch Revolver Commitment Termination Date: the earliest of (a) the U.S. Revolver Commitment Termination Date (without regard to the reason therefor), (b) the date on which the Borrower Agent terminates or reduces to zero all of the U.K./Dutch Revolver Commitments pursuant to **Section 2.1.4**, and (c) the date on which the U.K./Dutch Revolver Commitments are terminated pursuant to **Section 11.2**.

(tf) U.K./Dutch Revolver Exposure: on any date, an amount equal to the sum of the Dollar Equivalent of the U.K./Dutch Revolver Loans outstanding on such date plus the U.K./Dutch LC Obligations on such date.

(tg) U.K./Dutch Revolver Loan: a Revolver Loan made by U.K./Dutch Lenders to a U.K./Dutch Borrower pursuant to **Section 2.1.1(c)**, which Revolver Loan shall be either a U.K./Dutch Base Rate Loan (which shall be denominated in Dollars only), a Term SOFR Loan (which shall be denominated in Dollars only), a SONIA Loan (which shall be denominated in British Pounds only) or a EURIBOR Loan (which shall be denominated in Euros only) and any U.K./Dutch Swingline Loan, U.K./Dutch Overadvance Loan or Protective Advance made to or owed by a U.K./Dutch Borrower.

(th) U.K./Dutch Revolver Notes: a promissory note executed by the U.K./Dutch Borrowers in favor of a U.K./Dutch Lender in the form of **Exhibit A-3**, in the amount of such U.K./Dutch Lender's U.K./Dutch Revolver Commitment.

(ti) U.K./Dutch Swingline Loan: any Borrowing of U.K./Dutch Base Rate Loans funded with Agent's funds, until such Borrowing is settled among the U.K./Dutch Lenders or repaid by the U.K./Dutch Borrowers.

(tj) U.K./Dutch Unused Line Fee Rate: a per annum rate equal to 0.25%.

(tk) U.K. Eligible Inventory: finished goods Inventory of Parent located in the U.K. that is boxed and labeled and that would constitute Eligible Inventory of Parent but for the fact that it is not within the United States for purposes of clause (h)(ii) of the Eligible Inventory definition and it is not in transit between facilities in the United States of Parent for purposes of clause (i)(i) the Eligible Inventory definition. For the avoidance of doubt, U.K. Eligible Inventory must comply with all other eligibility criteria set forth in the Eligible Inventory definition herein.

(tl) U.K. Financial Institution: any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

(tm) U.K. Holdings: Callaway Golf European Holding Company Limited, a company incorporated in England with company number 06468420.

(tn) U.K. Inventory Charge: the English law governed charge over Inventory dated as of December 23, 2002 among Parent, as U.S. Chargor thereunder, the Dutch Borrower, as Dutch Chargor thereunder, and Agent, as Agent thereunder.

(to) U.K. Inventory Formula Amount: as of any date of determination, (a) at all times the U.K. Inventory Charge is in full force and effect, the lesser of (i) 75% of the Value of Parent's U.K. Eligible Inventory and (ii) 85% of the NOLV Percentage of the Value of Parent's U.K. Eligible Inventory, and (b) at all other times, \$0.

(tp) U.K. Non-Bank Lender:

(a) where a Lender becomes a party to this Agreement on the day on which this Agreement is entered into, any Lender listed in **Schedule 1.1D**; and

(b) where a Lender becomes a party to this Agreement after the day on which this Agreement is entered into, a Lender which gives a U.K. Tax Confirmation in the assignment notice which it executes pursuant to, or in connection with, **Section 13.3** below.

U.K. Pledged Cash: the funds maintained in a blocked Deposit Account or securities account of a U.K. Borrower subject to a Deposit Account Control Agreement or securities account control agreement, as applicable, which give Agent at all times exclusive access and control for withdrawal purposes to the exclusion of the U.K. Borrowers and precluding the U.K. Borrowers from withdrawing or otherwise giving any instructions in connection therewith and which may not be withdrawn without the Agent's prior written consent, and which are subject to effective security documents, in form and substance reasonably satisfactory to Agent, that provide Agent with a perfected first priority/ranking security interest in and Lien on such funds (subject to Liens of the depository bank having priority by law).

U.K. Qualified Lender:

(i) a Lender (other than a Lender within paragraph (ii) below) which is beneficially entitled to interest payable to that Lender in respect of any advance under the Loan Documents and is:

(A) a Lender:

- (1) which is a bank (as defined for the purpose of section 879 of the Income Tax Act 2007 (United Kingdom) ("ITA")) making an advance under the Loan Documents; or
- (2) in respect of an advance made under the Loan Documents by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made

and with respect to (i)(A)(1) and (i)(A)(2), which is within the charge to U.K. corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the Corporation Tax Act 2009 (United Kingdom) ("CTA"); or

(B) a Lender which is:

- (1) a company resident in the U.K. for U.K. tax purposes;
- (2) a partnership each member of which is:

(a) a company so resident in the U.K.; or

(b) a company not so resident in the U.K. which carries on a trade in the U.K. through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or

- (3) a company not so resident in the U.K. which carries on a trade in the U.K. through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or

(C) a Treaty Lender; or

(ii) a building society (as defined for the purposes of section 880 of ITA) making an advance under the Loan Documents.

(tq) U.K. Resolution Authority: the Bank of England or any other public administrative authority having responsibility for the resolution of any U.K. Financial Institution.

(tr) U.K. Security Agreements:

(ts) (a) the debenture dated 15 June 2012 and made by the Existing U.K. Borrower in favor of the Agent;

(tt) (b) the supplemental debenture dated 18 December 2013 and made by the Existing U.K. Borrower in favor of the Agent;

(tu) (c) the debenture dated 15 June 2012 and made by U.K. Holdings in favor of the Agent;

(tv) (d) the debenture dated 20 November 2017 and made by the Existing U.K. Borrower in favor of the Agent;

(tw) (e) the debenture dated 20 November 2017 and made by U.K. Holdings in favor of the Agent;

(tx) (f) the debenture dated 17 May 2019 and made by the Existing U.K. Borrower in favor of the Agent;

(ty) (g) the debenture dated 17 May 2019 and made by U.K. Holdings in favor of the Agent;

(tz) (h) ~~the debenture dated 19 July 2023 and made by TopGolf Limited in favor of the Agent~~[\[reserved\]](#); and

(ua) (i) any other debenture, deed of charge or other similar agreement, instrument or document governed by the laws of England and Wales, Scotland or Northern Ireland, in each case now or hereafter securing (or given with the intent to secure) the U.K./Dutch Facility Obligations.

(ub) U.K. Security Documents: the U.K. Security Agreements and any other similar agreement, instrument or document governed by the laws of any jurisdiction, including Germany, in each case now or hereafter securing (or given with the intent to secure) the U.K./Dutch Facility Obligations.

(uc) U.K. Subsidiary: a Subsidiary of Parent incorporated or organized under the laws of England and Wales.

U.K. Tax Confirmation: a confirmation by a Lender that the person beneficially entitled to interest payable to it in respect of an advance under a Loan Document is either:

(a) a company resident in the United Kingdom for United Kingdom tax purposes;

(b) a partnership each member of which is:

(i) a company so resident in the United Kingdom; or

(ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of Section 19 of CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of CTA; or

(c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of Section 19 of CTA) of that company.

(ud) U.K. Tax Payment: as defined in **Section 5.9.2(m)**.

(ue) Unrestricted Subsidiary: any (a) subsidiary of the Parent that is listed on Schedule 10.1.10 hereto or designated by the Parent as an Unrestricted Subsidiary after the Closing Date pursuant to Section 10.1.10 and (b) any subsidiary of any Person described in clause (a) above.

(uf) U.S. Accounts Formula Amount: the sum of (a)(i) as of any date of determination within the period beginning on May 1 through and including October 31 of each Fiscal Year, 85% of the Value of Eligible Accounts of the U.S. Borrowers; and (ii) as of any date of determination within the period beginning on November 1 through and including April 30 of each Fiscal Year, 90% of the Value of Eligible Accounts of the U.S. Borrowers ~~(or 85% of the Value solely with respect to Eligible Accounts of the U.S. Borrowers arising from the Topgolf Business), plus (b) (i) 90% of the Value of Eligible Credit Card Receivables of the U.S. Domiciled Obligors arising from the Topgolf Business, plus (b) [reserved]~~.

(ug) U.S. Availability: as of any date of determination, the U.S. Borrowing Base as of such date of determination minus the aggregate principal amount of U.S. Revolver Loans outstanding on such date of determination.

(uh) U.S. Availability Reserve: the sum (without duplication) of (a) the Inventory Reserve with respect to the U.S. Borrowers' Inventory; (b) the U.S. Rent and Charges Reserve; (c) the U.S. LC Reserve; (d) the U.S. Bank Product Reserve; (e) all accrued Royalties of the U.S. Facility Obligors, whether or not then due and payable by a U.S. Facility Obligor; (f) the aggregate amount of liabilities secured by Liens upon U.S. Facility Collateral assets included in the U.S. Borrowing Base that are senior to the Agent's Liens (but imposition of any such reserve shall not waive an Event of Default arising therefrom); (g) the U.S. Dilution Reserve; (h) the Canadian Overadvance Loan Balance, if any, outstanding on such date; (i) [reserved]; (j) the U.K./Dutch Overadvance Loan Balance, if any, outstanding on such date; and (k) such additional reserves, in such amounts and with respect to such

matters, as Agent in its Credit Judgment may elect to impose from time to time with respect to the U.S. Borrowing Base.

(ui) U.S. Bank Product Reserve: the aggregate amount of reserves established by Agent from time to time in its discretion in respect of Secured Bank Product Obligations owing by the U.S. Domiciled Obligors and their Subsidiaries.

(uj) U.S. Bankruptcy Code: Title 11 of the United States Code.

(uk) U.S. Base Rate: for any day, a per annum rate equal to the greater of (a) the U.S. Prime Rate for such day; (b) the Federal Funds Rate for such day, plus 0.50%; or (c) Term SOFR for a one month Interest Period as determined on such day, plus 1.0%; provided, that in no event shall the U.S. Base Rate be less than 1.0%.

(ul) U.S. Base Rate Loan: a Loan that bears interest based on the U.S. Base Rate.

U.S. Base Rate Revolver Loan: a Revolver Loan that bears interest based on the U.S. Base Rate.

(um) U.S. Borrowers: as defined in the preamble to this Agreement.

(un) U.S. Borrowing Base: on any date of determination, an amount equal to the lesser of (a) the result of: (i) the Maximum U.S. Facility Amount, minus (ii) the U.S. LC Reserve, minus (iii) the Canadian Overadvance Loan Balance, if any, outstanding on such date, minus (iv) the U.K./Dutch Overadvance Loan Balance, if any, outstanding on such date; or (b) the result of: (i) the U.S. Accounts Formula Amount, plus (ii) the U.S. Inventory Formula Amount, plus (iii) the U.S. Trademark Formula Amount, plus (iv) the U.S. Real Estate Formula Amount, plus (v) 100% of the amount of U.S. Pledged Cash, plus (vi) the ~~lesser of (A) 85% of the Bays NOLV of Eligible Toptracer Bays of the U.S. Borrowers, and (B) the aggregate per bay unit cost of Eligible Toptracer Bays of the U.S. Borrowers as set forth on the U.S. Borrowers' books and records, plus (vi) the~~ Mexican Inventory Formula Amount, plus (vii) the U.K. Inventory Formula Amount, minus (viii) the U.S. Availability Reserve; provided, that clause (b)(iv) above may be removed from such calculation in accordance with Section 2.1.4(d). ~~Notwithstanding the foregoing, the aggregate amount of the U.K./Dutch Borrowing Base and U.S. Borrowing Base which may be attributed to Eligible Toptracer Bays shall not exceed the lesser of (x) \$50,000,000 and (y) an amount equal to 10% of the Maximum Facility Amount.~~

(uo) U.S. Borrowing Base Certificate: a certificate, in form and substance reasonably satisfactory to Agent, by which the U.S. Borrowers certify calculation of the U.S. Borrowing Base.

(up) U.S. Cash Collateral Account: a demand deposit, money market or other account established by Agent at Bank of America or such other financial institution as Agent may select in its Credit Judgment, which account shall be for the benefit of the Secured Parties and shall be subject to Agent's Liens securing the Obligations.

(uq) U.S. Dilution Reserve: as of any date of determination, an amount sufficient to reduce the advance rate against Eligible Accounts of the U.S. Borrowers by one (1) percentage point for each whole percentage point (or portion thereof) by which the Dilution Percent is in excess of 5.0%.

(ur) U.S. Domiciled Obligor: each of the Parent, any U.S. Borrower or any U.S. Subsidiary which it is at any time an Obligor, and “U.S. Domiciled Obligors” means all such Persons, collectively.

(us) U.S. Dominion Account: a special account established by the U.S. Borrowers at Bank of America or another bank acceptable to Agent in its Credit Judgment, over which Agent has exclusive control for withdrawal purposes during any Dominion Trigger Period.

(ut) U.S. Expeditors Reserve: as of any date of determination, the aggregate amount of accounts payable owed by any U.S. Facility Obligor to Expeditors, as determined by Agent in its Credit Judgment.

(uu) U.S. Facility Collateral: all Collateral that now or hereafter secures (or is intended to secure) any of the U.S. Facility Obligations, including Property of each U.S. Domiciled Obligor.

(uv) U.S. Facility Guarantee: each guarantee agreement (including this Agreement) at any time executed by a U.S. Facility Guarantor in favor of Agent guaranteeing all or any portion of the U.S. Facility Obligations.

(uw) U.S. Facility Guarantor: each U.S. Subsidiary party hereto from time to time and each other Person (if any) who guarantees payment and performance of any U.S. Facility Obligations.

(ux) U.S. Facility Obligations: all Obligations of the U.S. Facility Obligors (including, for the avoidance of doubt, the Obligations of the U.S. Domiciled Obligors as guarantors of the Canadian Facility Obligations and U.K./Dutch Facility Obligations).

(uy) U.S. Facility Obligor: each of any U.S. Borrower or any U.S. Facility Guarantor, and “U.S. Facility Obligors” means all of such Persons, collectively.

(uz) U.S. Facility Secured Parties: the Agent, the U.S. Issuing Banks, the U.S. Lenders and the Secured Bank Product Providers who provide Bank Products to the U.S. Facility Obligors and their Subsidiaries.

(va) U.S. Government Securities Business Day: any day, except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

(vb) U.S. Inventory Formula Amount: as of any date of determination, the lesser of (a) 75% of the Value of such U.S. Borrowers' Eligible Inventory; or (b) 85% of the NOLV Percentage of the Value of the U.S. Borrowers' Eligible Inventory. Notwithstanding the foregoing, (1) the aggregate amount of the U.S. Inventory Formula Amount which may be attributed to Eligible In-Transit Inventory (the “U.S. In-Transit Availability”) shall not exceed \$50,000,000; provided that, the U.S. In-Transit Availability (after taking into effect the previous proviso) shall be reduced by the U.S. Expeditors Reserve if, as of any date of determination, either (I) U.S. Net Excess Availability is less than 10% of the Maximum U.S. Facility Amount, or (II) there are any accounts payable owed by any U.S. Facility Obligor to Expeditors which are aged in excess of historical levels (except in cases of good faith disputes); and (2)

so long as there is no Lien Waiver then in place with respect thereto, the aggregate amount of the U.S. Inventory Formula Amount which may be attributed to Eligible Costco Inventory shall not exceed \$20,000,000.

(vc) U.S. Issuing Banks: Bank of America (or an Affiliate or branch of Bank of America), and JPMorgan Chase Bank, N.A.

(vd) U.S. LC Obligations: the sum (without duplication) of (a) all amounts owing by the U.S. Borrowers for any drawings under Letters of Credit; (b) the stated amount of all outstanding Letters of Credit issued for the account of any U.S. Borrower, which if such Letter of Credit is denominated in a currency other than Dollars, may be stated by Agent (at its option) in Dollars calculated at the Spot Rate; and (c) all fees and other amounts owing with respect to Letters of Credit issued for the account of any U.S. Borrower.

(ve) U.S. LC Reserve: the aggregate of all U.S. LC Obligations, other than those that have been Cash Collateralized.

(vf) U.S. Lenders: Bank of America and each other Lender (other than Canadian Lenders or U.K./Dutch Lenders) party hereto.

(vg) U.S. Letter of Credit Subline: \$40,000,000.

(vh) U.S. Letters of Credit: any standby or documentary letter of credit issued by any U.S. Issuing Bank for the account of the U.S. Borrowers (or any U.S. Borrower), or any indemnity, guarantee, exposure transmittal memorandum or similar form of credit support issued by Agent or any U.S. Issuing Bank for the benefit of any U.S. Borrower or any of its Subsidiaries, and shall include the Existing Letters of Credit.

(vi) U.S. Net Excess Availability: as of any date of determination, an amount equal to the U.S. Availability minus the aggregate amount, if any, of all trade payables of U.S. Domiciled Obligors that are more than 60 days past due (or such later date as Agent may approve in its sole discretion) and all book overdrafts of U.S. Domiciled Obligors in excess of historical practices with respect thereto, in each case as determined by Agent in its Credit Judgment.

(vj) U.S. Overadvance: as defined in **Section 2.1.5**.

(vk) U.S. Overadvance Loan: a U.S. Revolver Loan made to the U.S. Borrowers or the amount owed by the U.S. Borrowers when a U.S. Overadvance exists or is caused by the funding thereof.

(vl) U.S. Pledged Cash: the funds maintained in a blocked Deposit Account or securities account of a U.S. Borrower subject to a Deposit Account Control Agreement or securities account control agreement, as applicable, which give Agent at all times exclusive access and control for withdrawal purposes to the exclusion of the U.S. Borrowers and precluding the U.S. Borrowers from withdrawing or otherwise giving any instructions in connection therewith and which may not be withdrawn without the Agent's prior written consent (such consent not to be withheld if (i) upon and after giving effect to such withdrawal, no Default or Event of Default shall have occurred and be continuing and (ii) immediately

after such withdrawal (for clarification, including after giving effect to any recalculation of the U.S. Borrowing Base upon giving effect to such withdrawal), U.S. Availability would be a positive number), and which are subject to effective security documents, in form and substance reasonably satisfactory to Agent, that provide Agent with a perfected first priority/ranking security interest in and Lien on such funds (subject to Liens of the depository bank having priority by law).

(vm) U.S. Prime Rate: the rate of interest announced by Bank of America from time to time as its prime rate. Such rate is set by Bank of America on the basis of various factors, including its costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above or below such rate. Any change in such rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change.

(vn) U.S. Real Estate Formula Amount: as of any date of determination, the lesser of (a) 80% of the fair market value of the Eligible Real Estate, as determined from the most recent appraisal of such Real Estate performed by an appraiser and on terms reasonably satisfactory to Agent; or (b) \$33,120,000 (such amount in this clause (b) to be reduced by \$552,000 on the first day of each calendar quarter, commencing with the calendar quarter beginning on July 1, 2023).

(vo) U.S. Reimbursement Date: as defined in **Section 2.3.2**.

(vp) U.S. Rent and Charges Reserve: the aggregate of (a) all past due rent and other amounts owing by an Obligor to any landlord, warehouseman, processor, repairman, mechanic, shipper, freight forwarder, broker or other Person who possesses any U.S. Facility Collateral assets included in the U.S. Borrowing Base or which constitute books and records related to any U.S. Facility Collateral assets included in the U.S. Borrowing Base, or could assert a Lien on any U.S. Facility Collateral assets included in the U.S. Borrowing Base or which constitute books and records related to any U.S. Facility Collateral assets included in the U.S. Borrowing Base; and (b) a reserve at least equal to three months' rent and other charges that are reasonably expected to be payable to any such Person, unless it has executed a Lien Waiver.

(vq) U.S. Required Lenders: U.S. Lenders (subject to **Section 4.2**) having (a) U.S. Revolver Commitments in excess of 50% of the aggregate U.S. Revolver Commitments; and (b) if the U.S. Revolver Commitments have terminated, U.S. Revolver Loans and U.S. LC Obligations in excess of 50% of all outstanding U.S. Revolver Loans and U.S. LC Obligations; provided, however, that the Commitments and Loans of any Defaulting Lender shall be excluded from such calculation; provided, further, that at any time there are: (i) 2 or more U.S. Lenders with U.S. Revolver Commitments or outstanding U.S. Revolver Loans or U.S. LC Obligations, "U.S. Required Lenders" must include at least 2 such U.S. Lenders, and (ii) less than 2 U.S. Lenders with U.S. Revolver Commitments or outstanding U.S. Revolver Loans or U.S. LC Obligations, "U.S. Required Lenders" must include all such U.S. Lenders.

(vr) U.S. Revolver Commitment: for any U.S. Lender, its obligation to make U.S. Revolver Loans and to participate in U.S. LC Obligations up to the maximum principal amount shown on **Schedule 1.1**, or as hereafter determined pursuant to each Assignment and Acceptance to which it is a party, as such U.S. Revolver Commitment may be adjusted from time to time in accordance with the provisions of

Sections 2.1.4, 2.1.7, or 11.2. “U.S. Revolver Commitments” means the aggregate amount of such commitments of all U.S. Lenders.

(vs) U.S. Revolver Commitment Termination Date: the earliest of (a) the Facility Termination Date, (b) the date on which the Borrower Agent terminates or reduces to zero the U.S. Revolver Commitments pursuant to **Section 2.1.4**, and (c) the date on which the U.S. Revolver Commitments are terminated pursuant to **Section 11.2**.

(vt) U.S. Revolver Exposure: on any date, an amount equal to the sum of the U.S. Revolver Loans outstanding on such date plus the U.S. LC Obligations on such date.

(vu) U.S. Revolver Loan: a Revolver Loan made by a U.S. Lender to a U.S. Borrower pursuant to **Section 2.1.1(a)**, which Loan shall be denominated in Dollars and shall be either a U.S. Base Rate Revolver Loan or a Term SOFR Loan, in each case as selected by Borrower Agent, and any U.S. Swingline Loan, U.S. Overadvance Loan or Protective Advance made to or owed by the U.S. Borrowers.

(vv) U.S. Revolver Notes: a promissory note executed by U.S. Borrowers in favor of a U.S. Lender in the form of **Exhibit A-2**, in the amount of such U.S. Lender’s U.S. Revolver Commitment.

(vw) U.S. Subsidiary: a Subsidiary of Parent that is organized under the laws of a state of the United States or the District of Columbia.

(vx) U.S. Swingline Loan: any Borrowing of U.S. Base Rate Revolver Loans funded with Agent’s funds, until such Borrowing is settled among the U.S. Lenders or repaid by the U.S. Borrowers.

(vy) U.S. Trademark Formula Amount: as of any date of determination, the lesser of (a) 40% of the Net Orderly Liquidation Value of the Company Trademark; or (b) \$75,000,000.

(vz) U.S. Unused Line Fee Rate: a per annum rate equal to 0.25%.

(wa) Value: (a) for Inventory, its Dollar Equivalent value determined on the basis of the lower of cost or market, calculated on a first-in, first-out basis, and excluding any portion of cost attributable to intercompany profit among Borrowers and their Affiliates; and (b) for an Account, its Dollar Equivalent face amount, net of any returns, rebates, discounts (calculated on the shortest terms), credits, allowances or Taxes (including sales, excise or other taxes) that have been or could be claimed by the Account Debtor or any other Person.

Wage Earner Protection Act Reserve: on any date of determination, a reserve established from time to time by Agent in its Credit Judgment in such amount as Agent determines reflects the amounts that may become due under the *Wage Earner Protection Program Act* (Canada) with respect to the employees of any Obligor employed in Canada which would give rise to a Lien with priority under Requirements of Law over the Lien of Agent.

Weighted Average Life to Maturity: when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required scheduled payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the

then outstanding principal amount of such Indebtedness; provided that the effect of any prepayment made in respect of such Indebtedness shall be disregarded in making such calculation.

Wholly-Owned Subsidiary: of any Person means a subsidiary of such Person, 100% of the Capital Stock of which (other than directors' qualifying shares or shares required by Requirements of Law to be owned by a resident of the relevant jurisdiction) shall be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

Write-Down and Conversion Powers: (i) with respect to any EEA Resolution Authority, the write-down and conversion powers of the applicable EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which powers are described in the EU Bail-In Legislation Schedule, (ii) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any U.K. Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers and (iii) with respect to any other applicable Bail-In Legislation, any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers and any similar or analogous powers under that Bail-In Legislation.

1.2 Accounting Terms.

1.2.1. Under the Loan Documents (except as otherwise specified herein), all accounting terms shall be interpreted, all accounting determinations shall be made, and all financial statements shall be prepared, in accordance with GAAP applied on a basis consistent with the most recent audited financial statements of Obligors delivered to Agent before the Closing Date and using the same inventory valuation method as used in such financial statements, except for any change required or permitted by GAAP if Obligors' certified public accountants concur in such change, the change is disclosed to Agent, and **Section 10.3** and any other provision hereof are amended in a manner satisfactory to Required Lenders to take into account the effects of the change, if any. No calculations under the Loan Documents shall give effect to any such change prior to any such amendment. Notwithstanding anything to the contrary contained in this paragraph, in the definition of "Capital Lease" or any other provision of any Loan Document, only those leases (assuming for purposes hereof that such leases were in existence on the date hereof) that would constitute Capital Leases in conformity with GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update shall be considered Capital Leases and/or Indebtedness for purposes hereof, and all calculations and deliverables under this Agreement or any other Loan Document shall be made or delivered, as applicable, in accordance therewith.

1.2.2. Notwithstanding anything to the contrary herein, but subject to Section 1.5 hereof, all financial ratios and tests (including the Fixed Charge Coverage Ratio and the amount of Consolidated Total Assets and Consolidated Adjusted EBITDA but excluding Net Excess Availability) contained in this Agreement that are calculated with respect to any Test Period during which any Subject Transaction occurs shall be calculated with respect to such Test Period and such Subject Transaction on a Pro Forma Basis. Further, if since the beginning of any such Test Period and on or prior to the date of any required calculation of any financial ratio or test (x) any Subject Transaction has occurred or (y) any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated

with or into the Parent or any of its Restricted Subsidiaries or any joint venture since the beginning of such Test Period has consummated any Subject Transaction, then, in each case, any applicable financial ratio or test shall be calculated on a Pro Forma Basis for such Test Period as if such Subject Transaction had occurred at the beginning of the applicable Test Period (or, in the case of Consolidated Total Assets (or with respect to any determination pertaining to the balance sheet, including the acquisition of Cash and Cash Equivalents), as of the last day of such Test Period).

1.3 Uniform Commercial Code/PPSA. As used herein, the following terms are defined in accordance with the UCC in effect in the State of New York from time to time: “Chattel Paper,” “Commercial Tort Claim,” “Equipment,” “Goods,” “Instrument,” “Investment Property,” “Letter-of-Credit Right” and “Supporting Obligation” and, as such terms relate to any such Property located in Canada or of any Canadian Domiciled Obligor, such terms shall refer to such Property as defined in the PPSA (to the extent such terms are defined therein).

1.4 Certain Matters of Construction. The terms “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. In the computation of periods of time from a specified date to a later specified date, “from” means “from and including,” and “to” and “until” each mean “to but excluding.” The terms “including” and “include” shall mean “including, without limitation” and, for purposes of each Loan Document, the parties agree that the rule of *ejusdem generis* shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation of any Loan Document. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument or agreement include any amendments, waivers and other modifications, extensions or renewals (to the extent permitted by the Loan Documents); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; (f) except as otherwise specified herein, time of day means time of day at Agent’s notice address under **Section 14.3.1**; (g) discretion of Agent, any Issuing Bank or any Lender mean the sole and absolute discretion of such Person, except as otherwise expressly provided herein; or (h) “or” shall not be exclusive and shall have the inclusive meaning of the term “and/or”. Except as expressly otherwise provided herein, all calculations of Value, fundings of Loans, issuances of Letters of Credit and payments of Obligations shall be in Dollars and, unless the context otherwise requires, all determinations (including calculations of Borrowing Base and financial covenants) made from time to time under the Loan Documents shall be made in light of the circumstances existing at such time. Borrowing Base calculations shall be consistent with historical methods of valuation and calculation, and otherwise satisfactory to Agent in its Credit Judgment (and not necessarily calculated in accordance with GAAP). No provision of any Loan Documents shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision. Whenever the phrase “to the best of an Obligor’s knowledge” or words of similar import are used in any Loan Documents, it means actual knowledge of a Senior Officer of such Obligor, or knowledge that a Senior Officer of such Obligor would have obtained if he or she had engaged in good faith and diligent performance of his or her duties, including reasonably specific inquiries of employees or agents and a good faith attempt to ascertain the matter to which such phrase relates. For purposes of determining compliance at any time with Sections 10.2.1, 10.2.2, 10.2.4, 10.2.5, 10.2.6, 10.2.7 and 10.2.9, in the event that any Indebtedness, Lien, contractual restriction, Restricted Payment, Restricted Debt Payment, Investment, Disposition or affiliate transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 10.2.1, 10.2.2, 10.2.4, 10.2.5, 10.2.6, 10.2.7 and 10.2.9, the Parent, in its sole discretion, may, from time to time, classify or reclassify (as if incurred on such later date) such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category; provided that, upon delivery of any financial statements pursuant to Section 10.1.1(a) or (b) or Borrowing Base Certificate pursuant to Section 8.1 following the initial incurrence of any such transactions incurred in reliance on any Fixed Amount under any such Sections, if such transaction (or any portion thereof) could be incurred at such later time under any Incurrence-Based Amount under such Section, such transaction (or portion thereof) shall be automatically reclassified as having been made in reliance on such Incurrence-Based Amount. It is understood and agreed that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, burdensome agreement, Investment, Disposition and/or Affiliate transaction need not be permitted solely

by reference to one category of permitted Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, burdensome agreement, Investment, Disposition and/or Affiliate transaction under Sections 10.2.1, 10.2.2, 10.2.4, 10.2.5, 10.2.6, 10.2.7 and 10.2.9, respectively, and may instead be permitted in part under any combination thereof, but the Parent will only be required to include the amount and type of such transaction (or portion thereof) in one such category (or combination thereof).

1.5 Calculations and Tests.

1.5.1. All references in the Loan Documents to Loans, Letters of Credit, Obligations, Borrowing Base components and other amounts shall be denominated in Dollars, unless expressly provided otherwise. The Dollar equivalent of any amounts denominated or reported under a Loan Document in a currency other than Dollars shall be determined by Agent on a daily basis, based on the current Spot Rate. Borrowers shall report Value and other Borrowing Base components to Agent in the currency invoiced by Obligors or shown in Obligors' financial records, and unless expressly provided otherwise, shall deliver financial statements and calculate financial covenants in Dollars. Notwithstanding anything herein to the contrary, if any Obligation is funded and expressly denominated in a currency other than Dollars, Obligors shall repay such Obligation in such other currency.

1.5.2. Notwithstanding anything to the contrary herein, to the extent that the terms of this Agreement require (i) compliance with any financial ratio or test (including, without limitation, any Fixed Charge Coverage Ratio test) and/or any cap expressed as a percentage of Consolidated Adjusted EBITDA or Consolidated Total Assets, (ii) the absence of a Default or Event of Default (or any type of Default or Event of Default) or (iii) the accuracy of any representations and warranties as a condition to (A) the consummation of any transaction in connection with any acquisition or similar Investment (including the assumption or incurrence of Indebtedness and Liens and any other transaction in connection therewith), (B) the making of any Restricted Payment (including the assumption or incurrence of Indebtedness and Liens and any other transaction in connection therewith) and/or (C) the making of any Restricted Debt Payment (including the assumption or incurrence of Indebtedness and Liens and any other transaction in connection therewith), the determination of whether the relevant condition is satisfied may be made, at the election of the Borrower Agent, (1) in the case of any acquisition or similar Investment (including the assumption or incurrence of Indebtedness and Liens and any other transaction in connection therewith), at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) either (x) the execution of the definitive agreement with respect to such acquisition or Investment or (y) the consummation of such acquisition or Investment, (2) in the case of any Restricted Payment (including the incurrence of any Indebtedness and Liens and any other transaction in connection therewith), at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) the declaration of such Restricted Payment or (y) the making of such Restricted Payment and (3) in the case of any Restricted Debt Payment (including the incurrence of any Indebtedness and Liens and any other transaction in connection therewith), at the time of (or on the basis of the financial statements for the most recently ended Test Period at the time of) (x) delivery of irrevocable (which may be conditional) notice with respect to such Restricted Debt Payment or (y) the making of such Restricted Debt Payment, in each case, after giving effect, on a Pro Forma Basis, to (I) the relevant acquisition, Investment, Restricted Payment, Restricted Debt Payment and/or any related Indebtedness (including the intended use of proceeds thereof) and Liens and (II) to the extent definitive documents in respect thereof have been executed or the declaration of any Restricted Payment has been made or delivery of notice with respect to a Restricted Debt Payment has been given (which definitive documents, declaration or notice has not terminated or expired without the consummation thereof), any additional acquisition, Investment, Restricted Payment, Restricted Debt Payment and/or any related Indebtedness (including the intended use of proceeds thereof) and Liens that the Borrower Agent has elected to treat in accordance with this Section 1.5.2; provided, however, with respect to any provision hereof that requires minimum Net Excess Availability, compliance with such Net Excess Availability test shall be made at the time set forth in the applicable clause (y) instead the time set forth in the applicable clause (x). For the avoidance of doubt, if the Borrower Agent has elected the option set forth in clause (x) of any of the preceding clauses (1), (2) or (3) in respect of any transaction, then the Borrower Agent shall be permitted to consummate such transaction (and such related transactions) even if any applicable test ceases to be satisfied subsequent to the Borrower Agent's election of such option, subject to the proviso in the immediately preceding sentence.

1.5.3. For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or test (including, without limitation, any Fixed Charge Coverage Ratio test and/or any Net Excess Availability test and/or the amount of Consolidated Adjusted EBITDA or Consolidated Total Assets), such financial ratio or test shall be calculated at the time such action is taken (subject to Section 1.5.2 above), such change is made, such transaction is consummated or such event occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in such financial ratio or test occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

1.5.4. Notwithstanding anything to the contrary herein, with respect to any amount incurred or transaction entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including, without limitation, any Fixed Charge Coverage Ratio test and/or any Net Excess Availability test) (any such amount, a “Fixed Amount”) substantially concurrently with any amount incurred or transaction entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with a financial ratio or test (including, without limitation, any Fixed Charge Coverage Ratio test and/or any Net Excess Availability test) (any such amount, an “Incurrence-Based Amount”), it is understood and agreed that (i) any Fixed Amount shall be disregarded in the calculation of the financial ratio or test (other than with respect to Net Excess Availability) applicable to the relevant Incurrence-Based Amount and (ii) pro forma effect shall be given to the entire transaction.

1.5.5. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Parent dated such date prepared in accordance with GAAP.

1.5.6. The increase in any amount secured by any Lien by virtue of the accrual of interest, the accretion of accreted value, the payment of interest or a dividend in the form of additional Indebtedness, amortization of original issue discount and/or any increase in the amount of Indebtedness outstanding solely as a result of any fluctuation in the exchange rate of any applicable currency will not be deemed to be the granting of a Lien for purposes of Section 10.2.2.

1.6 Interpretation (Quebec). For purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) “personal property” shall be deemed to include “movable property”, (b) “real property” shall be deemed to include “immovable property”, (c) “tangible property” shall be deemed to include “corporeal property”, (d) “intangible property” shall be deemed to include “incorporeal property”, (e) “security interest” and “mortgage” shall be deemed to include a “hypothec”, (f) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code of Québec, (g) all references to “perfection” of or “perfected” Liens shall be deemed to include a reference to the “opposability” of such Liens to third parties, (h) any “right of offset”, “right of setoff” or similar expression shall be deemed to include a “right of compensation”, (i) “goods” shall be deemed to include “corporeal movable property” other than chattel paper, documents of title, instruments, money and securities, (j) an “agent” shall be deemed to include a “mandatary” (k) “construction liens” shall be deemed to include “legal hypothecs”, (l) “joint and several” shall be deemed to include “solidary”, (m) “gross negligence or willful misconduct” shall be deemed to be “intentional or gross fault”, (n) “beneficial ownership” shall be deemed to include “ownership on behalf of another as mandatary”, (o) “servitude” shall be deemed to include “easement”, (p) “priority” shall be deemed to include “prior claim”, (q) “survey” shall be deemed to include “certificate of location and plan”, (r) “fee simple title” shall be deemed to include “absolute ownership” and (s) “foreclosure” shall be deemed to include the “exercise of a hypothecary right”. For purposes of greater certainty, the reference to the “Loan Agreement” in the deed of hypothec dated November 3, 2017 executed by the Canadian Borrower in favor of the Agent means this Agreement.

1.7 Interpretation (The Netherlands). In this Agreement, where it relates to a Dutch Person, a reference to (a) a necessary action to authorise, where applicable, includes without limitation: (i)

any action required to comply with the Dutch Works Councils Act (*Wet op de ondernemingsraden*), and (ii) obtaining a positive advice (*positief advies*) from the competent works council(s), (b) a security interest includes any mortgage (*hypothek*), pledge (*pandrecht*), retention of title arrangement (*eigendomsvoorbehoud*), privilege (*voorrecht*), right of retention (*recht van retentie*), right to reclaim goods (*recht van reclame*), and, in general, any right in rem (*beperkt recht*), created for the purpose of granting security (*goederenrechtelijk zekerheidsrecht*), (c) a winding-up, administration or dissolution includes a Dutch person being declared bankrupt (*failliet verklaard*) or dissolved (*ontbonden*), (d) a moratorium or suspension of payments includes a *surseance van betaling* and granted a moratorium or suspension of payments includes *surseance verleend*, (e) any step or procedure taken in connection with insolvency proceedings includes a Dutch person having filed a notice under section 36 of the Tax Collection Act of the Netherlands (*Invorderingswet 1990*), (e) a trustee, receiver or administrator includes a *curator*, (g) an administrator includes a *bewindvoerder*, (h) a liquidator includes a *vereffenaar*, (i) an attachment includes a *beslag*, (j) a group includes a *groep*, (k) a subsidiary includes a *dochtermaatschappij*, (l) an affiliate includes a *groepsmaatschappij*, (m) a merger includes a *juridische fusie*, *aandelenfusie* and *bedrijfsfusie*, and (n) a director includes a *bestuurder*.

1.8 Interpretation (the U.K.). For the purposes of the U.K. Security Agreements, on and from the Sixth Amendment Effective Date, any reference to a “U.K. Facility Obligor”, “U.K. Lender” and “U.K. Borrower” in a U.K. Security Agreement shall be deemed to be reference to a “U.K./Dutch Facility Obligor”, “U.K./Dutch Lender” and “U.K./Dutch Borrower” (respectively).

Section 2. CREDIT FACILITIES

2.1 Revolver Commitments.

2.1.1. Revolver Loans.

(a) **U.S. Revolver Loans to U.S. Borrowers.** Each U.S. Lender agrees, severally and not jointly with the other U.S. Lenders, upon the terms and subject to the conditions set forth herein, to make U.S. Revolver Loans to the U.S. Borrowers on any Business Day during the period from the Closing Date to the U.S. Revolver Commitment Termination Date, not to exceed in aggregate principal amount outstanding at any time such U.S. Lender’s U.S. Revolver Commitment at such time, which U.S. Revolver Loans may be repaid and reborrowed in accordance with the terms and provisions of this Agreement; provided, however, that such U.S. Lenders shall have no obligation to the U.S. Borrowers whatsoever to honor any request for a U.S. Revolver Loan on or after the U.S. Revolver Commitment Termination Date or if the amount of the proposed U.S. Revolver Loan exceeds U.S. Availability on the proposed funding date for such U.S. Revolver Loan. Each Borrowing of U.S. Revolver Loans shall be funded by the U.S. Lenders on a Pro Rata basis. The U.S. Revolver Loans shall bear interest as set forth in **Section 3.1**. Each U.S. Revolver Loan shall, at the option of the Borrower Agent, be made or continued as, or converted into, part of one or more Borrowings that, unless specifically provided herein, shall consist entirely of U.S. Base Rate Revolver Loans or Term SOFR Revolver Loans. The U.S. Revolver Loans shall be repaid in accordance with the terms of this Agreement and shall be secured by all of the U.S. Facility Collateral. U.S. Borrowers shall be jointly and severally liable to pay all of the U.S. Revolver Loans. Each U.S. Revolver Loan shall be funded and repaid in Dollars.

(b) **Canadian Revolver Loans to Canadian Borrower.** Each Canadian Lender agrees, severally and not jointly with the other Canadian Lenders, upon the terms and subject to the conditions set forth herein, to make Canadian Revolver Loans to the Canadian Borrower on any Business Day during the period from the Closing Date to the Canadian Revolver Commitment Termination Date, not to exceed in aggregate principal amount outstanding at any time such Canadian Lender’s Canadian Revolver Commitment at such time, which Canadian Revolver Loans may be repaid and reborrowed in accordance with the terms and provisions of this Agreement; provided, however, that such Canadian Lenders shall have no obligation to the Canadian Borrower whatsoever to honor any request for a Canadian Revolver Loan on or after the Canadian Revolver Commitment Termination Date or if the amount of the proposed Canadian Revolver Loan exceeds Canadian Availability on the proposed funding date for such Canadian Revolver Loan. Each Borrowing of Canadian Revolver Loans shall be funded by the Canadian Lenders on a Pro Rata basis. The Canadian Revolver Loans shall bear interest as set forth in **Section 3.1**. Each Canadian Revolver Loan shall, at the option of the Borrower Agent, be made or continued as, or

converted into, part of one or more Borrowings that, unless specifically provided herein, shall consist entirely of Canadian Prime Rate Loans or Term CORRA Loans if denominated in Canadian Dollars, or shall consist entirely of Canadian Base Rate Loans or Term SOFR Revolver Loans if denominated in Dollars. The Canadian Revolver Loans shall be repaid in accordance with the terms of this Agreement and shall be secured by all of the Canadian Facility Collateral. Each Canadian Revolver Loan shall be funded in Canadian Dollars or, at the option of the Borrower Agent, Dollars and repaid in the same currency as such underlying Canadian Revolver Loan was made.

(c) U.K./Dutch Revolver Loans to U.K./Dutch Borrowers. Each U.K./Dutch Lender agrees, severally and not jointly with the other U.K./Dutch Lenders, upon the terms and subject to the conditions set forth herein, to make U.K./Dutch Revolver Loans to the U.K./Dutch Borrowers on any Business Day during the period from the Closing Date to the U.K./Dutch Revolver Commitment Termination Date, not to exceed in aggregate principal amount outstanding at any time such U.K./Dutch Lender's U.K./Dutch Revolver Commitment at such time, which U.K./Dutch Revolver Loans may be repaid and reborrowed in accordance with the terms and provisions of this Agreement; provided, however, that such U.K./Dutch Lenders shall have no obligation to the U.K./Dutch Borrowers whatsoever to honor any request for a U.K./Dutch Revolver Loan on or after the U.K./Dutch Revolver Commitment Termination Date or if the amount of the proposed U.K./Dutch Revolver Loan exceeds U.K./Dutch Availability on the proposed funding date for such U.K./Dutch Revolver Loan. Each Borrowing of U.K./Dutch Revolver Loans shall be funded by the U.K./Dutch Lenders on a Pro Rata basis. The U.K./Dutch Revolver Loans shall bear interest as set forth in **Section 3.1**. Each U.K./Dutch Revolver Loan shall, at the option of the Borrower Agent, be made or continued as, or converted into, part of one or more Borrowings that, unless specifically provided herein, shall consist entirely of U.K./Dutch Base Rate Loans, Term SOFR Revolver Loans, EURIBOR Loans or SONIA Loans. The U.K./Dutch Revolver Loans shall be repaid in accordance with the terms of this Agreement and shall be secured by all of the U.K./Dutch Facility Collateral. Each U.K./Dutch Revolver Loan shall be funded in Dollars (in the case of Term SOFR Loans), British Pounds (in the case of SONIA Loans), Euros (in the case of EURIBOR Loans) and Dollars (in the case of U.K./Dutch Base Rate Loans) and shall be repaid in the same currency as such underlying U.K./Dutch Revolver Loan was made.

(d) [Reserved].

(e) Maximum Total Revolver Exposure. Notwithstanding anything to the contrary contained in this **Section 2.1.1**, in no event shall any Borrower be entitled to receive a Revolver Loan if, at the time of the proposed funding of such Loan (and after giving effect thereto and all pending requests for Loans), the Total Revolver Exposure exceeds (or would exceed) the lesser of the Maximum Facility Amount and the Revolver Commitments.

2.1.2. Revolver Notes. The Revolver Loans made by each Lender and interest accruing thereon shall be evidenced by the records of Agent and such Lender. At the request of any Lender, the U.S. Borrowers and/or the Canadian Borrower and/or the U.K./Dutch Borrowers shall execute and deliver a U.S. Revolver Note and/or a Canadian Revolver Note and/or a U.K./Dutch Revolver Note, respectively, to such Lender in the amount of such Lender's applicable Revolver Commitment(s).

2.1.3. Use of Proceeds. The proceeds of Revolver Loans shall be used by Borrowers solely (a) to satisfy existing Indebtedness on the Closing Date; (b) to pay fees and transaction expenses associated with the closing of this credit facility; (c) to pay Obligations in accordance with this Agreement; and (d) for working capital and other lawful corporate purposes not prohibited by this Agreement. Borrowers shall not, directly or knowingly indirectly, use any Letter of Credit or Loan proceeds, nor use, lend, contribute or otherwise make available any Letter of Credit or Loan proceeds to any Subsidiary, joint venture partner or other Person, (i) to fund any activities of or business with any Person, or in any country or territory, that, at the time of issuance of the Letter of Credit or funding of the Loan, is the target of a Sanction; or (ii) in any manner that would result in a violation of a Sanction by any Person (including any Secured Party or other individual or entity participating in the transaction) or in violation of Anti-Corruption Laws.

2.1.4. Voluntary Reallocation, Reduction or Termination of Revolver Commitments.

(a) Termination of a Revolver Commitment.

(i) The Canadian Revolver Commitments shall terminate on the Canadian Revolver Commitment Termination Date, the U.K./Dutch Revolver Commitments shall terminate on the U.K./Dutch Revolver Commitment Termination Date, and the U.S. Revolver Commitments shall terminate on the U.S. Revolver Commitment Termination Date, in each case, unless sooner terminated in accordance with this Agreement.

(ii) Upon at least 10 days' (or such shorter period as may be agreed by Agent) prior written notice to Agent from the Borrower Agent, (A) U.S. Borrowers may, at their option, terminate the U.S. Revolver Commitments and this credit facility and/or (B) the Canadian Borrower may, at its option, terminate the Canadian Revolver Commitments and/or (C) the U.K./Dutch Borrowers may, at their option, terminate the U.K./Dutch Revolver Commitments, in each case, without premium or penalty (other than funding losses payable pursuant to Section 3.9). If the U.S. Borrowers elect to reduce to zero or terminate the U.S. Revolver Commitments pursuant to the previous sentence, the Canadian Revolver Commitments and U.K./Dutch Revolver Commitments shall automatically terminate concurrently with the termination of the U.S. Revolver Commitments. Any notice of termination given by Borrowers pursuant to this **Section 2.1.4** shall be irrevocable but may be conditioned on a refinancing or another material event.

(iii) On the Canadian Revolver Commitment Termination Date, the Canadian Borrower shall make Full Payment of all Canadian Facility Obligations. On the U.K./Dutch Revolver Commitment Termination Date, the U.K./Dutch Borrowers shall make Full Payment of all U.K./Dutch Facility Obligations. On the U.S. Revolver Commitment Termination Date, the U.S. Borrowers shall make Full Payment of all U.S. Facility Obligations.

(b) Reduction of the Maximum Facility Amount.

(i) So long as (x) no Default or Event of Default then exists or would result therefrom, and (y) no U.S. Overadvance, Canadian Overadvance or U.K./Dutch Overadvance then exists or would result therefrom, the Borrower Agent may permanently and irrevocably reduce the Maximum Facility Amount by giving Agent at least 10 days' (or such shorter period as may be agreed by Agent) prior irrevocable written notice thereof from a Responsible Officer of the Borrower Agent, which notice shall (A) specify the date (which shall be a Business Day) and amount of such reduction (which shall be in a minimum amount of \$10,000,000 and increments of \$5,000,000 in excess thereof), (B) specify the allocation of such reduction to, and the corresponding reductions of, each of the Maximum U.S. Facility Amount and/or the Maximum Canadian Facility Amount and/or the Maximum U.K./Dutch Facility Amount (and the respective U.S. Revolver Commitments, Canadian Revolver Commitments and U.K./Dutch Revolver Commitments of the U.S. Lenders, the Canadian Lenders and the U.K./Dutch Lenders, respectively, in respect thereof, each of which shall be allocated to such Lenders on a Pro Rata basis at the time of such reduction) and (C) certify the satisfaction of the foregoing conditions precedent (including calculations thereof in reasonable detail) both as of the date of such certificate and as of the effective date of any such proposed reduction.

(ii) In addition to and without limiting the generality of the foregoing, (A) each reduction in the Maximum U.S. Facility Amount and the U.S. Revolver Commitments shall in no event exceed U.S. Availability and shall be in a minimum amount of \$5,000,000 and increments of \$1,000,000 in excess thereof, (B) each reduction in the Maximum Canadian Facility Amount and the Canadian Revolver Commitments shall in no event exceed Canadian Availability and shall be in a minimum amount of \$5,000,000 and increments of \$1,000,000 in excess thereof, and (C) each reduction in the Maximum U.K./Dutch Facility Amount and the U.K./Dutch Revolver Commitments shall in no event exceed U.K./Dutch Availability and shall be in a minimum amount of \$5,000,000 and increments of \$1,000,000 in excess thereof.

(c) Reallocation of the Maximum Country Facility Amounts.

(i) So long as (x) no Default or Event of Default then exists or would result therefrom, and (y) no U.S. Overadvance, Canadian Overadvance or U.K./Dutch Overadvance then exists or would result therefrom, the Borrower Agent may, on no more than two occasions per calendar year (or three occasions if one such occasion is the German Facility Reallocation (as defined in the Third Amendment)), reduce one or more Maximum Country Facility Amounts, and, on a dollar for dollar basis by the amount of such reduction, increase one or more of the other Maximum Country Facility Amounts, by delivering to Agent (A) at least 30 days' (or such shorter period as may be agreed by Agent) prior irrevocable written notice thereof from a Responsible Officer of the Borrower Agent, which notice shall (1) specify the date (which shall be a Business Day) of such proposed reallocation, (2) specify the reallocation amount(s) amongst each applicable Maximum Country Facility Amount, and (3) certify the satisfaction of the foregoing conditions precedent (including calculations thereof in reasonable detail) both as of the date of such certificate and as of the effective date of any such proposed reallocation, and (B) pro forma Borrowing Base Certificates at least three Business Days prior to the requested date of such proposed reallocation prepared in accordance with **Section 8.1** and which give effect to such proposed reallocation.

(ii) Each reallocation in the Maximum Country Facility Amounts pursuant to **Section 2.1.4(c)(i)** shall reduce or increase, as applicable, the corresponding Revolver Commitment Total, which such reduction or increase shall be allocated amongst the Lenders holding such Revolver Commitment Total on a Pro Rata basis at the time of such reallocation.

(iii) In addition to and without limiting the generality of the foregoing,

(A) (1) each reduction in the Maximum U.S. Facility Amount and the U.S. Revolver Commitments shall in no event exceed U.S. Availability, (2) after giving effect to such reduction in the Maximum U.S. Facility Amount and the U.S. Revolver Commitments, the U.S. Revolver Commitments shall represent at least 60.0% of the aggregate Revolver Commitments, and (3) each reallocation in the Maximum U.S. Facility Amount and the U.S. Revolver Commitments shall be in a minimum amount of \$5,000,000 and increments of \$5,000,000 in excess thereof;

(B) (1) each reduction in the Maximum Canadian Facility Amount and the Canadian Revolver Commitments shall in no event exceed Canadian Availability, (2) unless the Canadian Revolver Commitments are terminated in their entirety pursuant to **Section 2.1.4(a)** above, no reduction in the Maximum Canadian Facility Amount or the Canadian Revolver Commitments shall reduce the aggregate Canadian Revolver Commitments to less than \$5,000,000, and (3) each reallocation in the Maximum Canadian Facility Amount and the Canadian Revolver Commitments shall be in a minimum amount of \$5,000,000 and increments of \$5,000,000 in excess thereof;

(C) [reserved]; and

(D) (1) each reduction in the Maximum U.K./Dutch Facility Amount and the U.K./Dutch Revolver Commitments shall in no event exceed U.K./Dutch Availability, (2) unless the U.K./Dutch Revolver Commitments are terminated in their entirety pursuant to **Section 2.1.4(a)** above, no reduction in the Maximum U.K./Dutch Facility Amount or the U.K./Dutch Revolver Commitments shall reduce the aggregate U.K./Dutch Revolver Commitments to less than \$10,000,000, and (3) each reallocation in the Maximum U.K./Dutch Facility Amount and the U.K./Dutch Revolver Commitments shall be in a minimum amount of \$5,000,000 and increments of \$5,000,000 in excess thereof.

(d) Upon at least 10 days' (or such shorter period as may be agreed by Agent) prior written notice to Agent from the Borrower Agent, U.S. Borrowers may, at their option, permanently remove the U.S. Real Estate Formula Amount from the calculation of the U.S. Borrowing Base, without premium or penalty (other than funding losses payable pursuant to **Section 3.9**). Any notice of removal given by Borrowers pursuant to this **Section 2.1.4(d)** shall be irrevocable. Agent and the Lenders agree

that Agent shall release any Liens with respect to the Eligible Real Estate to the extent the U.S. Real Estate Formula Amount is removed from the calculation of the U.S. Borrowing Base in accordance with this **Section 2.1.4(d)** and so long as no Default or Event of Default has occurred and is continuing.

2.1.5. Overadvances. If the aggregate U.S. Revolver Loans exceed the U.S. Borrowing Base (a “U.S. Overadvance”) at any time, the excess amount shall be payable by U.S. Borrowers **on demand** by Agent, but all such U.S. Revolver Loans shall nevertheless constitute U.S. Facility Obligations secured by the U.S. Facility Collateral. If the aggregate Canadian Revolver Loans exceed the Canadian Borrowing Base (a “Canadian Overadvance”) at any time, the excess amount shall be payable by Canadian Borrower **on demand** by Agent, but all such Canadian Revolver Loans shall nevertheless constitute Canadian Facility Obligations secured by the Canadian Facility Collateral. If the aggregate U.K./Dutch Revolver Loans exceed the U.K./Dutch Borrowing Base (a “U.K./Dutch Overadvance”) at any time, the excess amount shall be payable by the U.K./Dutch Borrowers **on demand** by Agent, but all such U.K./Dutch Revolver Loans shall nevertheless constitute U.K./Dutch Facility Obligations secured by the U.K./Dutch Facility Collateral. Agent may require the Applicable Lenders to honor requests for Overadvance Loans and to forbear from requiring the applicable Borrowers to cure an Overadvance, (a) when no other Event of Default is known to Agent, as long as (i) the Overadvance does not continue for more than 30 consecutive days (and no Overadvance may exist for at least five consecutive days thereafter before further Overadvance Loans are required), and (ii) the Overadvance is not known by Agent to exceed 7.5% of the U.S. Borrowing Base with respect to the U.S. Borrowers, 7.5% of the Canadian Borrowing Base with respect to the Canadian Borrower, or 7.5% of the U.K./Dutch Borrowing Base with respect to the U.K./Dutch Borrowers; and (b) regardless of whether an Event of Default exists, if Agent discovers an Overadvance not previously known by it to exist, as long as from the date of such discovery the Overadvance does not continue for more than 30 consecutive days. In no event shall Overadvance Loans be required that would cause the outstanding U.S. Revolver Exposure to exceed the aggregate U.S. Revolver Commitments, the outstanding Canadian Revolver Exposure to exceed the aggregate Canadian Revolver Commitments, or the outstanding U.K./Dutch Revolver Exposure to exceed the aggregate U.K./Dutch Revolver Commitments. Any funding of an Overadvance Loan or sufferance of an Overadvance shall not constitute a waiver by Agent or Lenders of the Event of Default caused thereby. In no event shall any Borrower or other Obligor be deemed a beneficiary of this Section nor authorized to enforce any of its terms. Required Lenders may at any time revoke Agent’s authority to knowingly make further Overadvance Loans by written notice to Agent.

2.1.6. Protective Advances. Agent shall be authorized, in its discretion, at any time that any conditions in **Section 6** are not satisfied, and without regard to the aggregate U.S. Revolver Commitments, the Canadian Revolver Commitments, or the U.K./Dutch Revolver Commitments to make U.S. Base Rate Revolver Loans, Canadian Prime Rate Loans, and U.K./Dutch Base Rate Loans, as applicable (each a “Protective Advance”) (a) up to an aggregate amount of (i) 10% of the aggregate Canadian Revolver Commitments (minus the aggregate amount of any outstanding Canadian Overadvances), with respect to the Canadian Borrower, (ii) 10% of the aggregate U.S. Revolver Commitments (minus the aggregate amount of any outstanding U.S. Overadvances), with respect to the U.S. Borrowers, or (iii) 10% of the aggregate U.K./Dutch Revolver Commitments (minus the aggregate amount of any outstanding U.K./Dutch Overadvances), with respect to the U.K./Dutch Borrowers, in each case, outstanding at any time, if Agent deems such Loans necessary or desirable to preserve or protect Collateral, or to enhance the collectibility or repayment of Obligations; or (b) to pay any other amounts chargeable to Obligors under any Loan Documents, including costs, fees and expenses. Each Applicable Lender shall participate in each Protective Advance on a Pro Rata basis. Required Lenders may at any time revoke Agent’s authority to make further Protective Advances under clause (a) by written notice to Agent. Absent such revocation, Agent’s determination that funding of a Protective Advance is appropriate shall be conclusive. All Protective Advances made by Agent with respect to U.S. Borrowers shall be U.S. Facility Obligations, secured by the U.S. Facility Collateral and shall be treated for all purposes as Extraordinary Expenses. All Protective Advances made by Agent with respect to Canadian Borrower shall be Canadian Facility Obligations, secured by the Canadian Facility Collateral and shall be treated for all purposes as Extraordinary Expenses. All Protective Advances made by Agent with respect to the U.K./Dutch Borrowers shall be U.K./Dutch Facility Obligations, secured by the U.K./Dutch Facility Collateral and shall be treated for all purposes as Extraordinary Expenses. In no event shall Protective Advances be made by Agent if it would cause the outstanding U.S. Revolver Exposure to exceed the aggregate U.S. Revolver Commitments, the outstanding Canadian Revolver Exposure to

exceed the aggregate Canadian Revolver Commitments, or the outstanding U.K./Dutch Revolver Exposure to exceed the aggregate U.K./Dutch Revolver Commitments.

2.1.7. Increase in U.S. Revolver Commitments. Borrowers may request an increase in the aggregate U.S. Revolver Commitments from time to time upon notice to Agent, as long as (a) the requested increase is in a minimum amount of \$10,000,000 and is offered on the same terms as the existing U.S. Revolver Commitments, except for fees mutually agreed upon by Borrowers and Agent, (b) increases under this Section do not exceed \$150,000,000 in the aggregate and no more than 3 increases are made, (c) no reduction in Revolver Commitments pursuant to **Section 2.1.4** has occurred prior to the requested increase, (d) no Default or Event of Default shall have occurred and be continuing at the time of such increase or result therefrom, and (e) Borrowers shall certify in writing to Agent that Borrowers are not in default under the Term Loan Facility Agreement after giving effect to the requested increase. Agent shall promptly notify U.S. Lenders of the requested increase and, within 10 Business Days thereafter, each U.S. Lender shall notify Agent if and to what extent such Lender commits to increase its U.S. Revolver Commitment. No such increases shall be consummated unless each U.S. Lender agrees to increase its U.S. Revolver Commitment on a Pro Rata basis. Any U.S. Lender not responding within such period shall be deemed to have declined an increase. Provided the conditions set forth in **Section 6.2** are satisfied, total U.S. Revolver Commitments shall be increased by the requested amount (or such lesser amount committed by U.S. Lenders on a Pro Rata basis) on a date agreed upon by Agent and Borrower Agent, but no later than 45 days following Borrowers' increase request. Agent, Borrowers, and U.S. Lenders shall execute and deliver such documents and agreements as Agent deems appropriate to evidence and effectuate the increase in and allocations of U.S. Revolver Commitments (which shall be on a Pro Rata basis among U.S. Lenders).

2.2 U.K./Dutch Letter of Credit Facility.

2.2.1. Issuance of U.K./Dutch Letters of Credit. U.K./Dutch Issuing Bank shall issue U.K./Dutch Letters of Credit from time to time on and after the Closing Date until 30 days prior to the Facility Termination Date (or until the U.K./Dutch Revolver Commitment Termination Date, if earlier), on the terms set forth herein, including the following:

(a) The U.K./Dutch Borrowers acknowledge that U.K./Dutch Issuing Bank's issuance of any U.K./Dutch Letter of Credit is conditioned upon U.K./Dutch Issuing Bank's receipt of a LC Application with respect to the requested U.K./Dutch Letter of Credit, as well as such other instruments and agreements as U.K./Dutch Issuing Bank may customarily require for issuance of a letter of credit of similar type and amount. U.K./Dutch Issuing Bank shall have no obligation to issue any U.K./Dutch Letter of Credit unless (i) U.K./Dutch Issuing Bank receives a LC Request and LC Application at least three Business Days prior to the requested date of issuance; (ii) each LC Condition is satisfied; and (iii) if a Defaulting Lender that is a U.K./Dutch Lender exists, such Lender or the U.K./Dutch Borrowers have entered into arrangements reasonably satisfactory to Agent and U.K./Dutch Issuing Bank to eliminate any Fronting Exposure associated with such Lender. If, in sufficient time to act, U.K./Dutch Issuing Bank receives written notice from U.K./Dutch Required Lenders that a LC Condition has not been satisfied, U.K./Dutch Issuing Bank shall not issue the requested U.K./Dutch Letter of Credit. Prior to receipt of any such notice, U.K./Dutch Issuing Bank shall not be deemed to have knowledge of any failure of LC Conditions.

(b) U.K./Dutch Letters of Credit may be requested by the U.K./Dutch Borrowers to support obligations incurred in the Ordinary Course of Business, or as otherwise approved by Agent. The renewal or extension of any U.K./Dutch Letter of Credit shall be treated as the issuance of a new U.K./Dutch Letter of Credit, except that delivery of a new LC Application shall be required at the discretion of U.K./Dutch Issuing Bank.

(c) The U.K./Dutch Borrowers assume all risks of the acts, omissions or misuses of any U.K./Dutch Letter of Credit by the beneficiary. In connection with issuance of any U.K./Dutch Letter of Credit, none of Agent, Issuing Banks or any Lender shall be responsible for the existence, character, quality, quantity, condition, packing, value or delivery of any goods purported to be represented by any Documents; any differences or variation in the character, quality, quantity, condition, packing, value or delivery of any goods from that expressed in any Documents; the form, validity, sufficiency, accuracy,

genuineness or legal effect of any Documents or of any endorsements thereon; the time, place, manner or order in which shipment of goods is made; partial or incomplete shipment of, or failure to ship, any goods referred to in a U.K./Dutch Letter of Credit or Documents; any deviation from instructions, delay, default or fraud by any shipper or other Person in connection with any goods, shipment or delivery; any breach of contract between a shipper or vendor and the U.K./Dutch Borrowers; errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, telecopy, e-mail, telephone or otherwise; errors in interpretation of technical terms; the misapplication by a beneficiary of any U.K./Dutch Letter of Credit or the proceeds thereof; or any consequences arising from causes beyond the control of Issuing Banks, Agent or any Lender, including any act or omission of a Governmental Authority. The rights and remedies of U.K./Dutch Issuing Bank under the Loan Documents shall be cumulative. U.K./Dutch Issuing Bank shall be fully subrogated to the rights and remedies of each beneficiary whose claims against the U.K./Dutch Borrowers are discharged with proceeds of any U.K./Dutch Letter of Credit.

(d) In connection with its administration of and enforcement of rights or remedies under any U.K./Dutch Letters of Credit or LC Documents, U.K./Dutch Issuing Bank shall be entitled to act, and shall be fully protected in acting, upon any certification, documentation or communication in whatever form believed by U.K./Dutch Issuing Bank, in good faith, to be genuine and correct and to have been signed, sent or made by a proper Person. U.K./Dutch Issuing Bank may consult with and employ legal counsel, accountants and other experts to advise it concerning its obligations, rights and remedies, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by such experts. U.K./Dutch Issuing Bank may employ agents and attorneys-in-fact in connection with any matter relating to U.K./Dutch Letters of Credit or LC Documents, and shall not be liable for the negligence or misconduct of agents and attorneys-in-fact selected with reasonable care.

2.2.2. Reimbursement; Participations.

(a) If U.K./Dutch Issuing Bank honors any request for payment under a U.K./Dutch Letter of Credit, the U.K./Dutch Borrowers shall pay to U.K./Dutch Issuing Bank, on the same day ("U.K./Dutch Reimbursement Date"), the amount paid by U.K./Dutch Issuing Bank under such U.K./Dutch Letter of Credit in the same currency in which the Letter of Credit was denominated unless otherwise specified by Agent or U.K./Dutch Issuing Bank (at their respective option) that it requires payment in Dollars, British Pounds or Euros calculated at the Spot Rate, together with interest at the interest rate for U.K./Dutch Base Rate Loans from the U.K./Dutch Reimbursement Date until payment by the U.K./Dutch Borrowers. The obligation of the U.K./Dutch Borrowers to reimburse U.K./Dutch Issuing Bank for any payment made under a U.K./Dutch Letter of Credit shall be absolute, unconditional, irrevocable, and joint and several, and shall be paid without regard to any lack of validity or enforceability of any U.K./Dutch Letter of Credit or the existence of any claim, setoff, defense or other right that the U.K./Dutch Borrowers may have at any time against the beneficiary. Whether or not Borrower Agent submits a Notice of Borrowing, the U.K./Dutch Borrowers shall be deemed to have requested a Borrowing of a Term SOFR Revolver Loan (the initial Interest Period of which shall be one month commencing on the relevant Reimbursement Date) in an amount necessary to pay all amounts due U.K./Dutch Issuing Bank on that U.K./Dutch Reimbursement Date and each U.K./Dutch Lender agrees to fund its Pro Rata share of such Borrowing whether or not the U.K./Dutch Revolver Commitments have terminated, a U.K./Dutch Overadvance exists or is created thereby, or the conditions in **Section 6** are satisfied. In the event that (i) a drawing denominated in a foreign currency (other than Dollars, British Pounds and Euros) (such foreign currency, a "U.K. Reimbursed Foreign Currency") is to be reimbursed in Dollars, British Pounds or Euros pursuant to the first sentence in this **Section 2.2.2(a)**; and (ii) the Dollars, British Pounds or Euros amount, as applicable, paid by the U.K./Dutch Borrowers shall not be adequate on the date of that payment to purchase in accordance with normal banking procedures a sum denominated in the U.K. Reimbursed Foreign Currency equal to the drawing, the U.K./Dutch Borrowers agree, as a separate and independent obligation, to indemnify U.K./Dutch Issuing Bank for the loss resulting from its inability on that date to purchase the U.K. Reimbursed Foreign Currency in the full amount of the drawing.

(b) Upon issuance of a U.K./Dutch Letter of Credit, each U.K./Dutch Lender shall be deemed to have irrevocably and unconditionally purchased from U.K./Dutch Issuing Bank, without

recourse or warranty, an undivided Pro Rata interest and participation in all U.K./Dutch LC Obligations relating to the U.K./Dutch Letter of Credit. If U.K./Dutch Issuing Bank makes any payment under a U.K./Dutch Letter of Credit and the U.K./Dutch Borrowers do not reimburse such payment on the U.K./Dutch Reimbursement Date, Agent shall promptly notify U.K./Dutch Lenders and each U.K./Dutch Lender shall promptly (within one Business Day) and unconditionally pay to Agent, for the benefit of U.K./Dutch Issuing Bank, the U.K./Dutch Lender's Pro Rata share of such payment in the same currency as required of the U.K./Dutch Borrowers in accordance with **Section 2.2.2(a)**. Upon request by a U.K./Dutch Lender, U.K./Dutch Issuing Bank shall furnish copies of any U.K./Dutch Letters of Credit and LC Documents in its possession at such time.

(c) The obligation of each U.K./Dutch Lender to make payments to Agent for the account of U.K./Dutch Issuing Bank in connection with U.K./Dutch Issuing Bank's payment under a U.K./Dutch Letter of Credit shall be absolute, unconditional and irrevocable, not subject to any counterclaim, setoff, qualification or exception whatsoever, and shall be made in accordance with this Agreement under all circumstances, irrespective of any lack of validity or unenforceability of any Loan Documents; any draft, certificate or other document presented under a U.K./Dutch Letter of Credit having been determined to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or the existence of any setoff or defense that any Obligor may have with respect to any Obligations. U.K./Dutch Issuing Bank does not assume any responsibility for any failure or delay in performance or any breach by the U.K./Dutch Borrowers or other Person of any obligations under any LC Documents. U.K./Dutch Issuing Bank does not make to Lenders any express or implied warranty, representation or guaranty with respect to the Collateral, LC Documents or any Obligor. U.K./Dutch Issuing Bank shall not be responsible to any Lender for any recitals, statements, information, representations or warranties contained in, or for the execution, validity, genuineness, effectiveness or enforceability of any LC Documents; the validity, genuineness, enforceability, collectibility, value or sufficiency of any Collateral or the perfection of any Lien therein; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Obligor.

(d) No Issuing Bank Indemnitee shall be liable to any Lender or other Person for any action taken or omitted to be taken in connection with any LC Documents except as a result of its actual gross negligence or willful misconduct. U.K./Dutch Issuing Bank shall not have any liability to any Lender if U.K./Dutch Issuing Bank refrains from any action under a Letter of Credit or LC Documents until it receives written instructions from U.K./Dutch Required Lenders.

2.2.3. Cash Collateral. If any U.K./Dutch LC Obligations, whether or not then due or payable, shall for any reason be outstanding at any time (a) that an Event of Default exists, (b) that U.K./Dutch Availability is less than zero, or (c) within 10 Business Days prior to the U.K./Dutch Revolver Commitment Termination Date, then the U.K./Dutch Borrowers shall, at U.K./Dutch Issuing Bank's or Agent's request, Cash Collateralize the stated amount of all outstanding U.K./Dutch Letters of Credit and pay to U.K./Dutch Issuing Bank the amount of all other U.K./Dutch LC Obligations. The U.K./Dutch Borrowers shall, **on demand** by U.K./Dutch Issuing Bank or Agent from time to time, Cash Collateralize the Fronting Exposure of any Defaulting Lender which is a U.K./Dutch Lender.

2.2.4. Resignation of U.K./Dutch Issuing Bank. U.K./Dutch Issuing Bank may resign at any time upon notice to Agent and the U.K./Dutch Borrowers. On the effective date of such resignation, U.K./Dutch Issuing Bank shall have no further obligation to issue, amend, renew, extend or otherwise modify any Letter of Credit, but shall continue to have all rights and obligations of an Issuing Bank hereunder, including under **Sections 2.2, 12.6 and 14.2**, relating to any Letter of Credit issued prior to such date. Agent shall promptly appoint a replacement U.K./Dutch Issuing Bank, which, as long as no Default or Event of Default exists, shall be reasonably acceptable to the U.K./Dutch Borrowers.

2.3 U.S. Letter of Credit Facility.

2.3.1. Issuance of U.S. Letters of Credit. Each U.S. Issuing Bank may issue U.S. Letters of Credit from time to time until 30 days prior to the Facility Termination Date (or until the U.S. Revolver Commitment Termination Date, if earlier), on the terms set forth herein, including the following:

(a) Each U.S. Borrower acknowledges that each U.S. Issuing Bank's issuance of any U.S. Letter of Credit is conditioned upon such U.S. Issuing Bank's receipt of a LC Application with respect to the requested U.S. Letter of Credit, as well as such other instruments and agreements as such U.S. Issuing Bank may customarily require for issuance of a letter of credit of similar type and amount. U.S. Issuing Banks shall have no obligation to issue any U.S. Letter of Credit unless (i) the applicable U.S. Issuing Bank receives a LC Request and LC Application at least three Business Days prior to the requested date of issuance; (ii) each LC Condition is satisfied; and (iii) if a Defaulting Lender that is a U.S. Lender exists, such Lender or U.S. Borrowers have entered into arrangements reasonably satisfactory to Agent and the applicable U.S. Issuing Bank to eliminate any Fronting Exposure associated with such Lender. If, in sufficient time to act, U.S. Issuing Banks receive written notice from U.S. Required Lenders that a LC Condition has not been satisfied, U.S. Issuing Banks shall not issue the requested U.S. Letter of Credit. Prior to receipt of any such notice, no U.S. Issuing Bank shall be deemed to have knowledge of any failure of LC Conditions.

(b) U.S. Letters of Credit may be requested by a U.S. Borrower to support obligations incurred in the Ordinary Course of Business, or as otherwise approved by Agent. The renewal or extension of any U.S. Letter of Credit shall be treated as the issuance of a new U.S. Letter of Credit, except that delivery of a new LC Application shall be required at the discretion of the applicable U.S. Issuing Bank.

(c) U.S. Borrowers assume all risks of the acts, omissions or misuses of any U.S. Letter of Credit by the beneficiary. In connection with issuance of any U.S. Letter of Credit, none of Agent, Issuing Banks or any Lender shall be responsible for the existence, character, quality, quantity, condition, packing, value or delivery of any goods purported to be represented by any Documents; any differences or variation in the character, quality, quantity, condition, packing, value or delivery of any goods from that expressed in any Documents; the form, validity, sufficiency, accuracy, genuineness or legal effect of any Documents or of any endorsements thereon; the time, place, manner or order in which shipment of goods is made; partial or incomplete shipment of, or failure to ship, any goods referred to in a U.S. Letter of Credit or Documents; any deviation from instructions, delay, default or fraud by any shipper or other Person in connection with any goods, shipment or delivery; any breach of contract between a shipper or vendor and a U.S. Borrower; errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, telecopy, e-mail, telephone or otherwise; errors in interpretation of technical terms; the misapplication by a beneficiary of any U.S. Letter of Credit or the proceeds thereof; or any consequences arising from causes beyond the control of Issuing Banks, Agent or any Lender, including any act or omission of a Governmental Authority. The rights and remedies of each U.S. Issuing Bank under the Loan Documents shall be cumulative. Each U.S. Issuing Bank shall be fully subrogated to the rights and remedies of each beneficiary whose claims against U.S. Borrowers are discharged with proceeds of any U.S. Letter of Credit.

(d) In connection with its administration of and enforcement of rights or remedies under any U.S. Letters of Credit or LC Documents, the applicable U.S. Issuing Bank shall be entitled to act, and shall be fully protected in acting, upon any certification, documentation or communication in whatever form believed by such U.S. Issuing Bank, in good faith, to be genuine and correct and to have been signed, sent or made by a proper Person. Each U.S. Issuing Bank may consult with and employ legal counsel, accountants and other experts to advise it concerning its obligations, rights and remedies, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by such experts. Each U.S. Issuing Bank may employ agents and attorneys-in-fact in connection with any matter relating to U.S. Letters of Credit or LC Documents, and shall not be liable for the negligence or misconduct of agents and attorneys-in-fact selected with reasonable care.

(e) Obligors, Agent and Lenders hereby acknowledge and agree that all Existing Letters of Credit shall constitute U.S. Letters of Credit under this Agreement on and after the Closing Date with the same effect as if such Existing Letters of Credit were issued by the applicable U.S. Issuing Bank at the request of U.S. Borrowers on the Closing Date.

2.3.2. Reimbursement; Participations.

(a) If any U.S. Issuing Bank honors any request for payment under a U.S. Letter of Credit, U.S. Borrowers shall pay to such U.S. Issuing Bank, on the same day ("U.S. Reimbursement Date"), the amount paid by such U.S. Issuing Bank under such U.S. Letter of Credit in the same currency in which the Letter of Credit was denominated unless otherwise specified by Agent or such U.S. Issuing Bank (at their respective option) that it requires payment in Dollars calculated at the Spot Rate, together with interest at the interest rate for U.S. Base Rate Revolver Loans from the U.S. Reimbursement Date until payment by U.S. Borrowers. The obligation of U.S. Borrowers to reimburse U.S. Issuing Banks for any payment made under a U.S. Letter of Credit shall be absolute, unconditional, irrevocable, and joint and several, and shall be paid without regard to any lack of validity or enforceability of any U.S. Letter of Credit or the existence of any claim, setoff, defense or other right that U.S. Borrowers may have at any time against the beneficiary. Whether or not Borrower Agent submits a Notice of Borrowing, U.S. Borrowers shall be deemed to have requested a Borrowing of U.S. Base Rate Revolver Loans in an amount necessary to pay all amounts due to the applicable U.S. Issuing Bank on any U.S. Reimbursement Date and each U.S. Lender agrees to fund its Pro Rata share of such Borrowing whether or not the U.S. Revolver Commitments have terminated, a U.S. Overadvance exists or is created thereby, or the conditions in **Section 6** are satisfied. In the event that (i) a drawing denominated in a foreign currency (such foreign currency, a "U.S. Reimbursed Foreign Currency") is to be reimbursed in Dollars pursuant to the first sentence in this **Section 2.3.2(a)**; and (ii) the Dollars amount paid by the U.S. Borrowers shall not be adequate on the date of that payment to purchase in accordance with normal banking procedures a sum denominated in the U.S. Reimbursed Foreign Currency equal to the drawing, the U.S. Borrowers agree, as a separate and independent obligation, to indemnify the applicable U.S. Issuing Bank for the loss resulting from its inability on that date to purchase the U.S. Reimbursed Foreign Currency in the full amount of the drawing.

(b) Upon issuance of a U.S. Letter of Credit, each U.S. Lender shall be deemed to have irrevocably and unconditionally purchased from the applicable U.S. Issuing Bank, without recourse or warranty, an undivided Pro Rata interest and participation in all U.S. LC Obligations relating to the U.S. Letter of Credit. If any U.S. Issuing Bank makes any payment under a U.S. Letter of Credit and U.S. Borrowers do not reimburse such payment on the U.S. Reimbursement Date, the applicable U.S. Issuing Bank shall promptly notify Agent and Agent shall promptly notify U.S. Lenders and each U.S. Lender shall promptly (within one Business Day) and unconditionally pay to Agent, for the benefit of the applicable U.S. Issuing Bank, the U.S. Lender's Pro Rata share of such payment in the same currency as required of the U.S. Borrowers in accordance with **Section 2.3.2(a)**. Upon request by a U.S. Lender, the applicable U.S. Issuing Bank shall furnish copies of any U.S. Letters of Credit and LC Documents in its possession at such time.

(c) The obligation of each U.S. Lender to make payments to Agent for the account of the applicable U.S. Issuing Bank in connection with such U.S. Issuing Bank's payment under a U.S. Letter of Credit shall be absolute, unconditional and irrevocable, not subject to any counterclaim, setoff, qualification or exception whatsoever, and shall be made in accordance with this Agreement under all circumstances, irrespective of any lack of validity or unenforceability of any Loan Documents; any draft, certificate or other document presented under a U.S. Letter of Credit having been determined to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or the existence of any setoff or defense that any Obligor may have with respect to any Obligations. No U.S. Issuing Bank assumes any responsibility for any failure or delay in performance or any breach by any U.S. Borrower or other Person of any obligations under any LC Documents. No U.S. Issuing Bank makes to Lenders any express or implied warranty, representation or guaranty with respect to the Collateral, LC Documents or any Obligor. No U.S. Issuing Bank shall be responsible to any Lender for any recitals, statements, information, representations or warranties contained in, or for the execution, validity, genuineness, effectiveness or enforceability of any LC Documents; the validity, genuineness, enforceability, collectibility, value or sufficiency of any Collateral or the perfection of any Lien therein; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Obligor.

(d) No Issuing Bank Indemnitee shall be liable to any Lender or other Person for any action taken or omitted to be taken in connection with any LC Documents except as a result of its actual

gross negligence or willful misconduct. No U.S. Issuing Bank shall have any liability to any Lender if such U.S. Issuing Bank refrains from any action under a Letter of Credit or LC Documents until it receives written instructions from U.S. Required Lenders.

2.3.3. Cash Collateral. If any U.S. LC Obligations, whether or not then due or payable, shall for any reason be outstanding at any time (a) that an Event of Default exists, (b) that U.S. Availability is less than zero, or (c) within 10 Business Days prior to the U.S. Revolver Commitment Termination Date, then U.S. Borrowers shall, at a U.S. Issuing Bank's or Agent's request, Cash Collateralize the stated amount of all outstanding U.S. Letters of Credit and pay to the applicable U.S. Issuing Bank the amount of all other U.S. LC Obligations owing to it. U.S. Borrowers shall, **on demand** by a U.S. Issuing Bank or Agent from time to time, Cash Collateralize the Fronting Exposure of any Defaulting Lender which is a U.S. Lender.

2.3.4. Resignation of U.S. Issuing Bank. Any U.S. Issuing Bank may resign at any time upon notice to Agent and U.S. Borrowers. On the effective date of such resignation, such U.S. Issuing Bank shall have no further obligation to issue, amend, renew, extend or otherwise modify any Letter of Credit, but shall continue to have all rights and obligations of an Issuing Bank hereunder, including under **Sections 2.3, 12.6 and 14.2**, relating to any Letter of Credit issued prior to such date. Agent shall promptly appoint a replacement U.S. Issuing Bank, which, as long as no Default or Event of Default exists, shall be reasonably acceptable to U.S. Borrowers.

2.3.5. Notice. Each U.S. Issuing Bank shall promptly notice Agent of the issuance by it of any U.S. Letter of Credit hereunder.

2.4 Canadian Letter of Credit Facility.

2.4.1. Issuance of Canadian Letters of Credit. Canadian Issuing Bank shall issue Canadian Letters of Credit from time to time until 30 days prior to the Facility Termination Date (or until the Canadian Revolver Commitment Termination Date, if earlier), on the terms set forth herein, including the following:

(a) Canadian Borrower acknowledges that Canadian Issuing Bank's issuance of any Canadian Letter of Credit is conditioned upon Canadian Issuing Bank's receipt of a LC Application with respect to the requested Canadian Letter of Credit, as well as such other instruments and agreements as Canadian Issuing Bank may customarily require for issuance of a letter of credit of similar type and amount. Canadian Issuing Bank shall have no obligation to issue any Canadian Letter of Credit unless (i) Canadian Issuing Bank receives a LC Request and LC Application at least three Business Days prior to the requested date of issuance; (ii) each LC Condition is satisfied; and (iii) if a Defaulting Lender that is a Canadian Lender exists, such Lender or Canadian Borrower has entered into arrangements reasonably satisfactory to Agent and Canadian Issuing Bank to eliminate any Fronting Exposure associated with such Lender. If, in sufficient time to act, Canadian Issuing Bank receives written notice from Canadian Required Lenders that a LC Condition has not been satisfied, Canadian Issuing Bank shall not issue the requested Canadian Letter of Credit. Prior to receipt of any such notice, Canadian Issuing Bank shall not be deemed to have knowledge of any failure of LC Conditions.

(b) Canadian Letters of Credit may be requested by Canadian Borrower to support obligations incurred in the Ordinary Course of Business, or as otherwise approved by Agent. The renewal or extension of any Canadian Letter of Credit shall be treated as the issuance of a new Canadian Letter of Credit, except that delivery of a new LC Application shall be required at the discretion of Canadian Issuing Bank.

(c) Canadian Borrower assumes all risks of the acts, omissions or misuses of any Canadian Letter of Credit by the beneficiary. In connection with issuance of any Canadian Letter of Credit, none of Agent, Issuing Banks or any Lender shall be responsible for the existence, character, quality, quantity, condition, packing, value or delivery of any goods purported to be represented by any Documents; any differences or variation in the character, quality, quantity, condition, packing, value or delivery of any goods from that expressed in any Documents; the form, validity, sufficiency, accuracy, genuineness or legal effect of any Documents or of any endorsements thereon; the time, place, manner or

order in which shipment of goods is made; partial or incomplete shipment of, or failure to ship, any goods referred to in a Canadian Letter of Credit or Documents; any deviation from instructions, delay, default or fraud by any shipper or other Person in connection with any goods, shipment or delivery; any breach of contract between a shipper or vendor and Canadian Borrower; errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex, telecopy, e-mail, telephone or otherwise; errors in interpretation of technical terms; the misapplication by a beneficiary of any Canadian Letter of Credit or the proceeds thereof; or any consequences arising from causes beyond the control of Issuing Banks, Agent or any Lender, including any act or omission of a Governmental Authority. The rights and remedies of Canadian Issuing Bank under the Loan Documents shall be cumulative. Canadian Issuing Bank shall be fully subrogated to the rights and remedies of each beneficiary whose claims against Canadian Borrower are discharged with proceeds of any Canadian Letter of Credit.

(d) In connection with its administration of and enforcement of rights or remedies under any Canadian Letters of Credit or LC Documents, Canadian Issuing Bank shall be entitled to act, and shall be fully protected in acting, upon any certification, documentation or communication in whatever form believed by Canadian Issuing Bank, in good faith, to be genuine and correct and to have been signed, sent or made by a proper Person. Canadian Issuing Bank may consult with and employ legal counsel, accountants and other experts to advise it concerning its obligations, rights and remedies, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by such experts. Canadian Issuing Bank may employ agents and attorneys-in-fact in connection with any matter relating to Canadian Letters of Credit or LC Documents, and shall not be liable for the negligence or misconduct of agents and attorneys-in-fact selected with reasonable care.

2.4.2. Reimbursement; Participations.

(a) If Canadian Issuing Bank honors any request for payment under a Canadian Letter of Credit, Canadian Borrower shall pay to Canadian Issuing Bank, on the same day ("Canadian Reimbursement Date"), the amount paid by Canadian Issuing Bank under such Canadian Letter of Credit in the same currency in which the Letter of Credit was denominated unless otherwise specified by Agent or Canadian Issuing Bank (at their respective option) that it requires payment in Dollars or Canadian Dollars calculated at the Spot Rate, together with interest at the interest rate for Canadian Prime Rate Loans from the Canadian Reimbursement Date until payment by Canadian Borrower. The obligation of Canadian Borrower to reimburse Canadian Issuing Bank for any payment made under a Canadian Letter of Credit shall be absolute, unconditional, irrevocable, and joint and several, and shall be paid without regard to any lack of validity or enforceability of any Canadian Letter of Credit or the existence of any claim, setoff, defense or other right that Canadian Borrower may have at any time against the beneficiary. Whether or not Borrower Agent submits a Notice of Borrowing, Canadian Borrower shall be deemed to have requested a Borrowing of Canadian Prime Rate Loans in an amount necessary to pay all amounts due Canadian Issuing Bank on any Canadian Reimbursement Date and each Canadian Lender agrees to fund its Pro Rata share of such Borrowing whether or not the Canadian Revolver Commitments have terminated, a Canadian Overadvance exists or is created thereby, or the conditions in **Section 6** are satisfied. In the event that (i) a drawing denominated in a foreign currency (other than Dollars or Canadian Dollars) (such foreign currency, a "Canadian Reimbursed Foreign Currency") is to be reimbursed in Dollars or Canadian Dollars pursuant to the first sentence in this **Section 2.4.2(a)**; and (ii) the Dollars or Canadian Dollars amount, as applicable, paid by Canadian Borrower shall not be adequate on the date of that payment to purchase in accordance with normal banking procedures a sum denominated in the Canadian Reimbursed Foreign Currency equal to the drawing, Canadian Borrower agrees, as a separate and independent obligation, to indemnify Canadian Issuing Bank for the loss resulting from its inability on that date to purchase the Canadian Reimbursed Foreign Currency in the full amount of the drawing.

(b) Upon issuance of a Canadian Letter of Credit, each Canadian Lender shall be deemed to have irrevocably and unconditionally purchased from Canadian Issuing Bank, without recourse or warranty, an undivided Pro Rata interest and participation in all Canadian LC Obligations relating to the Canadian Letter of Credit. If Canadian Issuing Bank makes any payment under a Canadian Letter of Credit and Canadian Borrower does not reimburse such payment on the Canadian Reimbursement Date, Agent shall promptly notify Canadian Lenders and each Canadian Lender shall promptly (within one Business Day) and unconditionally pay to Agent, for the benefit of Canadian Issuing Bank, the Canadian

Lender's Pro Rata share of such payment in the same currency as required of the Canadian Borrower in accordance with **Section 2.4.2(a)**. Upon request by a Canadian Lender, Canadian Issuing Bank shall furnish copies of any Canadian Letters of Credit and LC Documents in its possession at such time.

(c) The obligation of each Canadian Lender to make payments to Agent for the account of Canadian Issuing Bank in connection with Canadian Issuing Bank's payment under a Canadian Letter of Credit shall be absolute, unconditional and irrevocable, not subject to any counterclaim, setoff, qualification or exception whatsoever, and shall be made in accordance with this Agreement under all circumstances, irrespective of any lack of validity or unenforceability of any Loan Documents; any draft, certificate or other document presented under a Canadian Letter of Credit having been determined to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or the existence of any setoff or defense that any Obligor may have with respect to any Obligations. Canadian Issuing Bank does not assume any responsibility for any failure or delay in performance or any breach by Canadian Borrower or other Person of any obligations under any LC Documents. Canadian Issuing Bank does not make to Lenders any express or implied warranty, representation or guaranty with respect to the Collateral, LC Documents or any Obligor. Canadian Issuing Bank shall not be responsible to any Lender for any recitals, statements, information, representations or warranties contained in, or for the execution, validity, genuineness, effectiveness or enforceability of any LC Documents; the validity, genuineness, enforceability, collectibility, value or sufficiency of any Collateral or the perfection of any Lien therein; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Obligor.

(d) No Issuing Bank Indemnitee shall be liable to any Lender or other Person for any action taken or omitted to be taken in connection with any LC Documents except as a result of its actual gross negligence or willful misconduct. Canadian Issuing Bank shall not have any liability to any Lender if Canadian Issuing Bank refrains from any action under a Letter of Credit or LC Documents until it receives written instructions from Canadian Required Lenders.

2.4.3. Cash Collateral. If any Canadian LC Obligations, whether or not then due or payable, shall for any reason be outstanding at any time (a) that an Event of Default exists, (b) that Canadian Availability is less than zero, or (c) within 10 Business Days prior to the Canadian Revolver Commitment Termination Date, then Canadian Borrower shall, at Canadian Issuing Bank's or Agent's request, Cash Collateralize the stated amount of all outstanding Canadian Letters of Credit and pay to Canadian Issuing Bank the amount of all other Canadian LC Obligations. Canadian Borrower shall, **on demand** by Canadian Issuing Bank or Agent from time to time, Cash Collateralize the Fronting Exposure of any Defaulting Lender which is a Canadian Lender.

2.4.4. Resignation of Canadian Issuing Bank. Canadian Issuing Bank may resign at any time upon notice to Agent and Canadian Borrower. On the effective date of such resignation, Canadian Issuing Bank shall have no further obligation to issue, amend, renew, extend or otherwise modify any Letter of Credit, but shall continue to have all rights and obligations of an Issuing Bank hereunder, including under **Sections 2.4, 12.6 and 14.2**, relating to any Letter of Credit issued prior to such date. Agent shall promptly appoint a replacement Canadian Issuing Bank, which, as long as no Default or Event of Default exists, shall be reasonably acceptable to Canadian Borrower.

Section 3. INTEREST, FEES AND CHARGES

3.1 Interest.

3.1.1. Rates and Payment of Interest.

(a) The Obligations shall bear interest (i) if a U.S. Base Rate Revolver Loan, at the U.S. Base Rate in effect from time to time, plus the Applicable Margin, (ii) if a Term SOFR Revolver Loan, at Term SOFR for the applicable Interest Period, plus the Applicable Margin; (iii) if a Canadian Prime Rate Loan, at the Canadian Prime Rate in effect from time to time, plus the Applicable Margin, (iv) if a Canadian Base Rate Loan, at the Canadian Base Rate in effect from time to time, plus the Applicable Margin, (v) if a Term CORRA Loan, at Term CORRA for the applicable Interest Period, plus the Applicable Margin, (vi) if a U.K./Dutch Base Rate Loan, at the Foreign Base Rate in effect from time to

time, plus the Applicable Margin, (vii) [reserved], (viii) if a SONIA Loan, at the SONIA Rate in effect from time to time, plus the Applicable Margin, (ix) [reserved], (x) if a EURIBOR Loan, at the EURIBOR Rate for the applicable Interest Period, plus the Applicable Margin, (xi) if any other U.S. Facility Obligation (including, to the extent permitted by law, interest not paid when due), at the U.S. Base Rate in effect from time to time, plus the Applicable Margin for U.S. Base Rate Revolver Loans; (xii) if any other Canadian Facility Obligation (including, to the extent permitted by law, interest not paid when due), at the Canadian Prime Rate in effect from time to time, plus the Applicable Margin for Canadian Prime Rate Loans; and (xiii) if any other U.K./Dutch Facility Obligation (including, to the extent permitted by law, interest not paid when due), at the Foreign Base Rate in effect from time to time, plus the Applicable Margin for U.K./Dutch Base Rate Loans. Interest shall accrue from the date the Loan is advanced or the Obligation is incurred or payable, until paid by the applicable Borrower(s). If a Loan is repaid on the same day made, one day's interest shall accrue.

(b) Interest on the Revolver Loans shall be payable in the currency (*i.e.*, Dollars, Canadian Dollars, British Pounds or Euros, as the case may be) of the underlying Revolver Loan (which shall be Dollars only in the case of any U.K./Dutch Base Rate Loan).

(c) During an Insolvency Proceeding with respect to any Obligor, or during any other Event of Default if Agent or Required Lenders in their discretion so elect, Obligations shall bear interest at the Default Rate (whether before or after any judgment). Each Obligor acknowledges that the cost and expense to Agent and Lenders due to an Event of Default are difficult to ascertain and that the Default Rate is a fair and reasonable estimate to compensate Agent and Lenders for this.

(d) Interest accrued on the Loans shall be due and payable (i) on the last day of the relevant Interest Period with respect to Interest Period Loans (or in the case of an Interest Period Loan with an Interest Period of more than three months' duration, on each quarterly anniversary of the first day of such Interest Period) or, in arrears on the first day of each month with respect to Base Rate Loans and SONIA Loans, and (ii) on any date of prepayment, with respect to the principal amount of Loans being prepaid. In addition, interest accrued on the Canadian Revolver Loans shall be due and payable in arrears on the Canadian Revolver Commitment Termination Date, interest accrued on the U.S. Revolver Loans shall be due and payable in arrears on the U.S. Revolver Commitment Termination Date, and interest accrued on the U.K./Dutch Revolver Loans shall be due and payable in arrears on the U.K./Dutch Revolver Commitment Termination Date. Interest accrued on any other Obligations shall be due and payable as provided in the Loan Documents and, if no payment date is specified, shall be due and payable **on demand**. Notwithstanding the foregoing, interest accrued at the Default Rate shall be due and payable **on demand**.

(e) By agreeing to make Loans under this Agreement, each Lender is confirming it has all licenses, permits and approvals necessary for use of the reference rates referred to herein and it will do all things necessary to comply, preserve, renew and keep in full force and effect such licenses, permits and approvals.

3.1.2. Application of Term SOFR to Outstanding Loans.

(a) Borrowers may on any Business Day, subject to delivery of a Notice of Conversion/Continuation, elect to convert any portion of the U.S. Base Rate Loans, the Canadian Base Rate Loans, or the U.K./Dutch Base Rate Loans, as applicable, to, or to continue any Term SOFR Loan at the end of its Interest Period as, a Term SOFR Loan. During any Event of Default, Agent may (and shall at the direction of Required Lenders) declare that no such Loan may be made, converted or continued as a Term SOFR Loan.

(b) Whenever Borrowers desire to convert or continue Loans as Term SOFR Loans, Borrower Agent shall give Agent a Notice of Conversion/Continuation, no later than 11:00 a.m. at least three Business Days (and at least four Business Days in the case of a U.K./Dutch Revolver Loan) before the requested conversion or continuation date. Promptly after receiving any such notice, Agent shall notify each Applicable Lender thereof. Each Notice of Conversion/Continuation shall be irrevocable, and shall specify the amount of Loans to be converted or continued, the conversion or continuation date (which shall be a Business Day), and the duration of the Interest Period (which shall be deemed to be one

month if not specified). If, upon the expiration of any Interest Period in respect of any Term SOFR Loans, Borrower Agent shall have failed to deliver a Notice of Conversion/Continuation, Borrowers shall be deemed to have elected to convert such Loans into U.S. Base Rate Loans (if owing by a U.S. Borrower), Canadian Base Rate Loans (if owing by the Canadian Borrower), or a U.K./Dutch Base Rate Loan (if owing by a U.K./Dutch Borrower). Agent does not warrant or accept responsibility for, nor shall it have any liability with respect to, administration, submission or any other matter related to any reference rate referred to herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternate, replacement or successor to such rate (including any Successor Rate), or any component thereof, or the effect of any of the foregoing, or of any Conforming Changes. The Agent and its affiliates or other related entities may engage in transactions or other activities that affect any reference rate referred to herein, or any alternative, successor or replacement rate (including, without limitation, any Successor Rate) (or any component of any of the foregoing) or any related spread or other adjustments thereto, in each case, in a manner adverse to the Borrowers. Agent may select information source(s) in its discretion to ascertain any reference rate referred to herein or any alternative, successor or replacement rate (including any Successor Rate), or any component thereof, in each case pursuant to the terms hereof, and shall have no liability to any Lender, Obligor or other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise, and whether at law or in equity) for any error or other act or omission related to or affecting the selection, determination or calculation of any rate (or component thereof) provided by such information source(s).

3.1.3. Application of Term CORRA to Outstanding Loans.

(a) Canadian Borrower may on any Business Day, subject to delivery of a Notice of Conversion/Continuation and the other terms hereof, elect to convert any portion of the Canadian Prime Rate Loans, or to continue any Term CORRA Loan at the end of its Interest Period as, a Term CORRA Loan. During any Event of Default, Agent may (and shall at the direction of Required Lenders) declare that no Loan may be made, converted or continued as a Term CORRA Loan.

(b) Whenever Canadian Borrower desires to convert or continue Loans as Term CORRA Loans, Borrower Agent shall give Agent a Notice of Conversion/Continuation, no later than 11:00 a.m. at least three Business Days before the requested conversion or continuation date. Promptly after receiving any such notice, Agent shall notify each Canadian Lender thereof. Each Notice of Conversion/Continuation shall be irrevocable, and shall specify the amount of Loans to be converted or continued, the conversion or continuation date (which shall be a Business Day), and the duration of the Interest Period (which shall be deemed to be one month if not specified). If, upon the expiration of any Interest Period in respect of any Term CORRA Loans, Borrower Agent shall have failed to deliver a Notice of Conversion/Continuation with respect thereto as required above, Canadian Borrower shall be deemed to have elected to convert such Loans into Canadian Prime Rate Loans.

3.1.4. Application of EURIBOR Rate to Outstanding Loans. Whenever a U.K./Dutch Borrower desires to convert or continue Loans as EURIBOR Loans, Borrower Agent shall give Agent a Notice of Conversion/Continuation, no later than 11:00 a.m. at least four Business Days before the requested conversion or continuation date. Promptly after receiving any such notice, Agent shall notify each Applicable Lender thereof. Each Notice of Conversion/Continuation shall be irrevocable, and shall specify the amount of Loans to be converted or continued, the conversion or continuation date (which shall be a Business Day), and the duration of the Interest Period (which shall be deemed to be one month if not specified). If, upon the expiration of any Interest Period in respect of any EURIBOR Loans, Borrower Agent shall have failed to deliver a Notice of Conversion/Continuation with respect thereto as required above, such Loans shall be continued as EURIBOR Loans with an Interest Period of one month.

3.1.5. Interest Periods. In connection with the making, conversion or continuation of any Term SOFR Loans, EURIBOR Loans or Term CORRA Loans, Borrower Agent shall select an interest period ("Interest Period") to apply, which interest period shall be (a) with respect to Term SOFR Loans, one month, three months or six months, (b) with respect to Term CORRA Loans, one month or three months, and (c) with respect to EURIBOR Loans, one month, three months, six months or such

other period that is twelve months or less requested by the Borrower Agent and consented to by all the applicable Lenders; provided, however, that:

- (a) (i) the Interest Period shall commence on the date the Loan is made or continued as, or converted into, a Term SOFR Loan, EURIBOR Loan or Term CORRA Loan, and shall expire on the numerically corresponding day in the calendar month at its end;
- (b) (ii) if any Interest Period commences on a day for which there is no corresponding day in the calendar month at its end or if such corresponding day falls after the last Business Day of such month, then the Interest Period shall expire on the last Business Day of such month; and if any Interest Period would expire on a day that is not a Business Day, the period shall expire on the next Business Day; and
- (c) (iii) no Interest Period shall extend beyond: (i) the U.S. Revolver Commitment Termination Date in the case of any Revolving Loan owing by the U.S. Borrowers, (ii) the Canadian Revolver Commitment Termination Date in the case of any Loan owing by the Canadian Borrower, and (iii) the U.K./Dutch Revolver Commitment Termination Date in the case of any Loan owing by the U.K./Dutch Borrowers.

3.2 Fees.

3.2.1. Unused Line Fee.

(a) U.S. Borrowers shall, jointly and severally, pay to Agent, for the Pro Rata benefit of U.S. Lenders, a fee equal to the U.S. Unused Line Fee Rate times the amount by which the average daily U.S. Revolver Commitments exceed the average daily balance of U.S. Revolver Loans and stated amount of U.S. Letters of Credit, in each case, during any month. Such fee shall be payable in arrears, on the first day of each month and on the U.S. Revolver Commitment Termination Date.

(b) Canadian Borrower shall pay to Agent, for the Pro Rata benefit of Canadian Lenders, a fee equal to the Canadian Unused Line Fee Rate times the amount by which the average daily Canadian Revolver Commitments exceed the average daily balance of Canadian Revolver Loans and stated amount of Canadian Letters of Credit, in each case, during any month. Such fee shall be payable in arrears, on the first day of each month and on the Canadian Revolver Commitment Termination Date.

(c) The U.K./Dutch Borrowers shall, jointly and severally, pay to Agent, for the Pro Rata benefit of U.K./Dutch Lenders, a fee equal to the U.K./Dutch Unused Line Fee Rate times the amount by which the average daily U.K./Dutch Revolver Commitments exceed the average daily balance of U.K./Dutch Revolver Loans and stated amount of U.K./Dutch Letters of Credit, in each case, during any month. Such fee shall be payable in arrears, on the first day of each month and on the U.K./Dutch Revolver Commitment Termination Date.

3.2.2. U.S. LC Facility Fees. The U.S. Borrowers shall pay (a) to Agent, for the Pro Rata benefit of the U.S. Lenders, a fee equal to the per annum rate of the Applicable Margin in effect for Term SOFR Revolver Loans times the average daily stated amount of U.S. Letters of Credit, which fee shall be payable monthly in arrears, on the first day of each month; (b) to Agent, for its own account, a fronting fee equal to 0.125% per annum on the stated amount of each U.S. Letter of Credit, which fee shall be payable monthly in arrears, on the first day of each month; and (c) to the applicable U.S. Issuing Bank, for its own account, all customary charges associated with the issuance, amending, negotiating, payment, processing, transfer and administration of U.S. Letters of Credit, which charges shall be paid as and when incurred. At the election of Agent or the U.S. Required Lenders, during an Event of Default, the fee payable under clause (a) shall be increased by 2% per annum.

3.2.3. Canadian LC Facility Fees. The Canadian Borrower shall pay (a) to Agent, for the Pro Rata benefit of the Canadian Lenders, a fee equal to the per annum rate of the Applicable Margin in effect for Term CORRA Loans times the average daily stated amount of Canadian Letters of Credit, which fee shall be payable monthly in arrears, on the first day of each month; (b) to Agent, for its own account, a fronting fee equal to 0.125% per annum on the stated amount of each Canadian Letter of Credit, which fee shall be payable monthly in arrears, on the first day of each month; and (c) to the Canadian Issuing Bank, for its own account, all customary charges associated with the issuance, amending, negotiating, payment, processing, transfer and administration of Canadian Letters of Credit, which charges shall be paid as and when incurred. At the election of Agent or the Canadian Required Lenders, during an Event of Default, the fee payable under clause (a) shall be increased by 2% per annum.

3.2.4. U.K./Dutch LC Facility Fees. The U.K./Dutch Borrowers shall pay (a) to Agent, for the Pro Rata benefit of the U.K./Dutch Lenders, a fee equal to the per annum rate of the Applicable Margin in effect for Term SOFR Revolver Loans times the average daily stated amount of U.K./Dutch Letters of Credit, which fee shall be payable monthly in arrears, on the first day of each month; (b) to Agent, for its own account, a fronting fee equal to 0.125% per annum on the stated amount of each U.K./Dutch Letter of Credit, which fee shall be payable monthly in arrears, on the first day of each month; and (c) to the U.K./Dutch Issuing Bank, for its own account, all customary charges associated with the issuance, amending, negotiating, payment, processing, transfer and administration of U.K./Dutch Letters of Credit, which charges shall be paid as and when incurred. At the election of Agent or the U.K./Dutch Required Lenders, during an Event of Default, the fee payable under clause (a) shall be increased by 2% per annum.

3.2.5. [Reserved].

3.2.6. [Reserved].

3.2.7. Other Fees. Borrowers shall pay such other fees as described in the Fee Letters.

3.3 Computation of Interest, Fees, Yield Protection. All interest, as well as fees and other charges calculated on a per annum basis, shall be computed for the actual days elapsed, based on a year of 360 days, or, in the case of (a) interest based on the U.S. Base Rate, Canadian Base Rate, Canadian Prime Rate or Term CORRA Screen Rate on the basis of a 365 day year, or (b) a Revolver Loan made in British Pounds, on the basis of a 365 or 366 day year, as the case may be. Each determination by Agent of any interest, fees or interest rate hereunder shall be final, conclusive and binding for all purposes, absent manifest error. All fees shall be fully earned when due and shall not be subject to rebate, refund or proration. All fees payable under **Section 3.2** are compensation for services and are not, and shall not be deemed to be, interest or any other charge for the use, forbearance or detention of money. A certificate as to amounts payable by any Borrower under **Section 3.4, 3.5, 3.7, 3.9 or 5.9**, submitted to the Borrower Agent by Agent or the affected Lender or Issuing Bank, as applicable, shall be final, conclusive and binding for all purposes, absent manifest error, and the Borrowers shall pay such amounts to the appropriate party within 10 days following receipt of the certificate. For the purposes of the *Interest Act* (Canada), the yearly rate of interest to which any rate calculated on the basis of a period of time different from the actual number of days in the year (360 days, for example) is equivalent is the stated rate multiplied by the actual number of days in the year (365 or 366, as applicable) and divided by the number of days in the shorter period (360 days, in the example), and the parties hereto acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest. Each Canadian Domiciled Obligor confirms that it fully understands and is able to calculate the rate of interest applicable to Loans and other Obligations based on the methodology for calculating per annum rates provided for in this Agreement and each Canadian Domiciled Obligor hereby irrevocably agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to this Agreement or to any other Loan Documents, that the interest payable under this Agreement and the calculation thereof has not been adequately disclosed to the Canadian Domiciled Obligors as required pursuant to Section 4 of the *Interest Act* (Canada).

3.4 Reimbursement Obligations. Borrowers within each Borrower Group shall reimburse Agent and each Lender for all Extraordinary Expenses incurred by Agent or such Lender in reference to such Borrower Group or its related Obligations or Collateral. In addition to such Extraordinary Expenses, such Borrowers shall also reimburse Agent for all reasonable and documented legal (limited in the case of legal fees and expenses, to the reasonable and documented fees and expenses of one counsel to all Credit Parties, taken as a whole, and if deemed reasonably necessary by Agent, one local counsel in each applicable jurisdiction for all Credit Parties, taken as a whole, and in the case of an actual or perceived conflict of interest, (x) one additional counsel to each group of similarly situated affected Credit Parties, and (y) one additional local counsel to each group of similarly situated affected Credit Parties) and accounting, appraisal, consulting, and other fees, costs and expenses incurred by it in connection with (a) negotiation and preparation of any Loan Documents, including any amendment or other modification thereof; (b) administration of and actions relating to any Collateral for its Obligations, Loan Documents and transactions contemplated thereby, including any actions taken to perfect or maintain priority of Agent's Liens on any such Collateral, to maintain any insurance required hereunder or to verify such Collateral; and (c) subject to any limits of **Section 10.1.17(b)**, each inspection, audit or appraisal with respect to any Obligor within such Borrowers' related Obligor Group or Collateral securing such Obligor Group's Obligations, whether prepared by Agent's personnel or a third party. All legal, accounting and consulting fees shall be charged to Borrowers by Agent's professionals at their full hourly rates, regardless of any reduced or alternative fee billing arrangements that Agent, any Lender or any of their Affiliates may have with such professionals with respect to this or any other transaction. If, for any reason (including inaccurate reporting on financial statements, a Borrowing Base Certificate, or a Compliance Certificate), it is determined that a higher Applicable Margin, U.S. Unused Line Fee Rate, Canadian Unused Line Fee Rate, or U.K./Dutch Unused Line Fee Rate should have applied to a period than was actually applied, then the proper margin shall be applied retroactively and the applicable Borrowers shall immediately pay to Agent, for the Pro Rata benefit of Applicable Lenders, an amount equal to the difference between the amount of interest and fees that would have accrued using the proper margin and the amount actually paid (provided that no Default or Event of Default shall be deemed to have occurred as a result of such shortfall in payment so long as such shortfall is paid within 10 Business Days' of notice from Agent to Borrower Agent). All amounts payable by Borrowers under this Section shall be due **on demand**.

3.5 Illegality. If any Lender determines that any Requirements of Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to perform any of its obligations hereunder, to make, maintain, fund or commit to, participate in, or charge applicable interest or fees with respect to any Term SOFR Loans or Term CORRA Loans, or to determine or charge interest or fees based on SOFR, Term SOFR or Term CORRA, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, the applicable Available Currency in any applicable interbank market, then, on notice thereof by such Lender to Agent, (a) any obligation of such Lender to perform such obligations, to make maintain, fund, commit to, participate in or continue Term SOFR Loans or Term CORRA Loans, as applicable, or to convert U.S. Base Rate Loans or Canadian Base Rate Loans to Term SOFR Loans, or Canadian Prime Rate Loans to Term CORRA Loans, or U.K./Dutch Base Rate Loans to Term SOFR Loans, as applicable, shall be suspended, (b) if such notice asserts the illegality of such Lender to make or maintain U.S. Base Rate Loans, Canadian Base Rate Loans or Canadian Prime Rate Loans whose interest rate is determined by reference to Term SOFR or Term CORRA, as applicable, the interest rate applicable to such Lender's U.S. Base Rate Loans, Canadian Base Rate Loans or Canadian Prime Rate Loans shall, as necessary to avoid such illegality, be determined by Agent without reference to the Term SOFR component of U.S. Base Rate or Canadian Base Rate, or the Term CORRA component of the Canadian Prime Rate, as applicable, in each case of clauses (a) and (b), until such Lender notifies Agent that the circumstances giving rise to such Lender's determination no longer exist. Upon delivery of such notice, the applicable Borrower(s) with respect to such Loans shall prepay or, if applicable, convert all Term SOFR Loans of such Lender to U.S. Base Rate Loans, Canadian Base Rate Loans or U.K./Dutch Base Rate Loans (which alternative to prepayment aforesaid shall only be applicable in relation to any Term SOFR Loans of such Lenders to a U.K./Dutch Borrower, in each case, in the case of any such Term SOFR Loans denominated in Dollars), or all Term CORRA Loans to Canadian Prime Rate Loans, as applicable, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loans or Term CORRA Loans and charge applicable interest to such day, or immediately, if such Lender may not lawfully continue to maintain such Term

SOFR Loans or Term CORRA Loans. Upon any such prepayment or conversion, the applicable Borrower(s) with respect to such Loans shall also pay accrued interest on the amount so prepaid or converted.

3.6 Inability to Determine Rates. (a) If in connection with any request for a Term SOFR Loan, a Term CORRA Loan, a SONIA Loan or a EURIBOR Loan, or a conversion to or continuation thereof, as applicable (i) Agent determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate for the Relevant Rate for the applicable Agreed Currency has been determined in accordance with Section 3.6(b) and the circumstances under clause (i) of Section 3.6(b) or the Scheduled Unavailability Date has occurred with respect to such Relevant Rate, as applicable, or (B) adequate and reasonable means do not otherwise exist for determining the Relevant Rate for the Applicable Currency for any determination date(s) or requested Interest Period with respect to a proposed Term SOFR Loan, Term CORRA Loan, SONIA Loan or EURIBOR Loan, or in connection with an existing or proposed U.S. Base Rate Loan, Canadian Base Rate Loan, or Canadian Prime Rate Loan, as applicable, or (ii) Agent or the U.S. Required Lenders, with respect to U.S. Revolver Loans, or the Canadian Required Lenders, with respect to Canadian Revolver Loans, or the U.K./Dutch Required Lenders, with respect to U.K./Dutch Revolver Loans, determine that for any reason Term SOFR, SONIA, EURIBOR or Term CORRA for the Applicable Currency for any determination date(s) or requested Interest Period, as applicable, with respect to a proposed Term SOFR Loan, Term CORRA Loan, SONIA Loan or EURIBOR Loan, does not adequately and fairly reflect the cost to such Lenders of funding such Loan, then Agent will promptly so notify the Borrower Agent and each Applicable Lender. Thereafter, (x) the obligation of the Applicable Lenders to make or maintain Term SOFR Loans, SONIA Loans, EURIBOR Loans or Term CORRA Loans, or to convert U.S. Base Rate Loans or Canadian Base Rate Loans to Term SOFR Loans or to convert Canadian Prime Rate Loans to Term CORRA Loans shall be suspended (to the extent of the affected Term SOFR Loans, SONIA Loans, EURIBOR Loans or Term CORRA Loans or Interest Periods), and (y) in the event of a determination described in the preceding sentence with respect to the Term SOFR component of the U.S. Base Rate or the Canadian Base Rate, or the Term CORRA component of the Canadian Prime Rate, the utilization of such component in determining the U.S. Base Rate, Canadian Base Rate or Canadian Prime Rate, as applicable, shall be suspended, in each case until Agent (or, in the case of a determination by U.S. Required Lenders, the Canadian Required Lenders or the U.K./Dutch Required Lenders described above, until Agent upon instruction by the U.S. Required Lenders, Canadian Required Lenders or U.K./Dutch Required Lenders, as applicable) revokes such notice. Upon receipt of such notice, (I) the Borrower Agent may revoke any pending request for a Borrowing of, conversion to or continuation of a Term SOFR Loan, SONIA Loan, EURIBOR Loan or a Term CORRA Loan (to the extent of the affected Term SOFR Loan, SONIA Loan, EURIBOR Loan or Term CORRA Loan or Interest Period) or, failing that, will be deemed to have converted such request into a request for a U.S. Base Rate Loan, a Canadian Base Rate Loan, a Canadian Prime Rate Loan, or a U.K./Dutch Base Rate Loan, denominated in Dollars in the Dollar Equivalent of the amount specified therein, (II) any outstanding Term SOFR Loans shall convert to U.S. Base Rate Loans or Canadian Base Rate Loans, as applicable, at the end of their respective Interest Periods, (III) any outstanding Term CORRA Loans shall convert to Canadian Prime Rate Loans at the end of their respective Interest Periods, and (IV) any outstanding affected SONIA Loans or EURIBOR Loans shall either (1) be converted into a U.K./Dutch Base Rate Loan denominated in Dollars in the Dollar Equivalent of the amount of such outstanding Loan (immediately in the case of SONIA Loans and, in the case of EURIBOR Loans, at the end of the applicable Interest Period) or (2) be prepaid in full immediately, in the case of a SONIA Loan, or at the end of the applicable Interest Period, in the case of a EURIBOR Loan; provided that if no election is made by the Borrower Agent (x) in the case of a SONIA Loan, by the date that is three Business Days after receipt by the Borrower Agent of such notice of (y) in the case of a EURIBOR Loan, by the last day of the current Interest Period for the applicable EURIBOR Loan, the Borrower Agent shall be deemed to have elected clause (1) above.

(b) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, if Agent determines (which determination shall be conclusive absent manifest error), or the Borrower Agent or Required Lenders notify Agent (with, in the case of the Required Lenders, a copy to the Borrower Agent) that the Borrower Agent or Required Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining the Relevant Rate for a currency, including because none of the tenors of such Relevant Rate (including any forward-looking term rate thereof) is available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) the Applicable Authority has made a public statement identifying a specific date after which all tenors of the Relevant Rate for an Agreed Currency (including any forward-looking term rate thereof) shall or will no longer be made available, or permitted to be used for determining the interest rate of syndicated loans denominated in such Agreed Currency, or shall or will otherwise cease, provided that, in each case, at the time of such statement, there is no successor administrator that is satisfactory to Agent, that will continue to provide such representative tenor(s) of the Relevant Rate for such Agreed Currency after such specific date (the latest date on which all tenors of the Relevant Rate for such Agreed Currency (including any forward-looking term rate thereof) are no longer available permanently or indefinitely, the “Scheduled Unavailability Date”);

then, in relation to Term SOFR Loans, on a date and time determined by Agent (any such date, the “Term SOFR Replacement Date”), which date shall be at the end of an Interest Period or on the relevant interest payment date, as applicable, for interest calculated and, solely with respect to clause (ii) above, no later than the Scheduled Unavailability Date, Term SOFR will be replaced hereunder and under any Loan Document with Daily Simple SOFR plus the SOFR Adjustment for any payment period for interest calculated that can be determined by Agent, in each case, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document (the “Term SOFR Successor Rate”).

If the Term SOFR Successor Rate is Daily Simple SOFR plus the SOFR Adjustment, all interest payments will be payable on a monthly basis.

Notwithstanding anything to the contrary herein, (i) in relation to Term SOFR, if Agent determines that Daily Simple SOFR is not available on or prior to the Term SOFR Replacement Date, or (ii) in relation to any Relevant Rate, if the events or circumstances of the type described in Section 3.6(b)(i) or (ii) have occurred with respect to the Relevant Rate then in effect, then in each case, Agent and the Borrower Agent may amend this Agreement solely for the purpose of replacing the Relevant Rate for an Agreed Currency or any then current Successor Rate in accordance with this Section 3.6 at the end of any Interest Period, relevant interest payment date or payment period for interest calculated, as applicable, with an alternative benchmark rate giving due consideration to any evolving or then existing convention for such alternative benchmarks in similar credit facilities syndicated and agented in the United States and denominated in such Agreed Currency for such alternative benchmarks and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for such benchmarks in similar credit facilities syndicated and agented in the United States and denominated in such Agreed Currency for such benchmarks, which adjustment or method for calculating such adjustment shall be published on an information service as selected by Agent from time to time in its reasonable discretion and may be periodically updated. For the avoidance of doubt, any such proposed rate and adjustments, shall constitute a “Successor Rate”. Any such amendment shall become effective at 5:00 p.m., New York City time, on the fifth Business Day after Agent shall have posted such proposed amendment to all Lenders and the Borrower Agent unless, prior to such time, Lenders comprising the Required Lenders have delivered to Agent written notice that such Required Lenders object to such amendment.

Agent will promptly (in one or more notices) notify the Borrower Agent and each Lender of the implementation of any Successor Rate.

Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for Agent, such Successor Rate shall be applied in a manner as otherwise reasonably determined by Agent in consultation with Parent.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero, the Successor Rate will be deemed to be zero for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a Successor Rate, Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, Agent shall post each such amendment implementing such Conforming Changes to the Borrower Agent and the Lenders reasonably promptly after such amendment becomes effective.

(c) [Reserved.]

(d) For purposes of this **Section 3.6**, those Lenders that either have not made, or do not have an obligation under this Agreement to make, the relevant Loans in the relevant Agreed Currency shall be excluded from any determination of Required Lenders.

3.7 Increased Costs; Capital Adequacy.

3.7.1. Change in Law. If any Change in Law shall:

(a) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in Term SOFR, EURIBOR or Term CORRA) or any Issuing Bank;

(b) subject any Lender or any Issuing Bank to any Tax with respect to any Loan, Loan Document, Letter of Credit or participation in LC Obligations, or change the basis of taxation of payments to such Lender or such Issuing Bank in respect thereof (except for Indemnified Taxes or Other Taxes covered by **Section 5.9** (or would be covered by **Section 5.9** but for exclusions in **Sections 5.9.2(a)** and **5.9.2(l)**) and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or such Issuing Bank); or

(c) impose on any Lender or any Issuing Bank or any applicable interbank market any other condition, cost or expense affecting any Loan, Loan Document, Letter of Credit, participation in LC Obligations, or Commitment;

and the result thereof shall be to increase the cost to such Lender of making or maintaining any Term SOFR Loan, EURIBOR Loan or Term CORRA Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or such Issuing Bank, the Borrower(s) of any Borrower Group with respect to such Commitments, Loans, Letters

of Credit or participations in LC Obligations) will pay to such Lender or such Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or such Issuing Bank, as applicable, for such additional costs incurred or reduction suffered.

3.7.2. **Capital Adequacy.** If any Lender or any Issuing Bank determines that any Change in Law affecting such Lender or such Issuing Bank or any Lending Office of such Lender or such Lender's or such Issuing Bank's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's, such Issuing Bank's or holding company's capital as a consequence of this Agreement, or such Lender's or such Issuing Bank's Commitments, Loans, Letters of Credit or participations in LC Obligations, to a level below that which such Lender, such Issuing Bank or holding company could have achieved but for such Change in Law (taking into consideration such Lender's, such Issuing Bank's and holding company's policies with respect to capital adequacy), then from time to time the Borrowers (or the applicable Borrower(s) of any Borrower Group with respect to such Commitments, Loans, Letters of Credit or participations in LC Obligations) will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts as will compensate it or its holding company for any such reduction suffered.

3.7.3. **Compensation.** Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of its right to demand such compensation, but the Borrower(s) of any Borrower Group shall not be required to compensate a Lender or an Issuing Bank for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or such Issuing Bank notifies the Borrower Agent of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

3.8 **Mitigation.** If any Lender gives a notice under **Section 3.5** or requests compensation under **Section 3.7**, or if the Borrower(s) of any Borrower Group are required to pay additional amounts with respect to a Lender under **Section 5.9**, then such Lender shall use reasonable efforts to designate a different Lending Office or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (a) would eliminate the need for such notice or reduce amounts payable or to be withheld in the future, as applicable; and (b) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or unlawful. The Borrower(s) of each affected Borrower Group shall pay all reasonable costs and expenses incurred by any Lender that has issued a Commitment to such Borrower Group in connection with any such designation or assignment.

3.9 **Funding Losses.** If for any reason (other than default by a Lender) (a) any Borrowing of, or conversion to or continuation of, a Term SOFR Loan, EURIBOR Loan or a Term CORRA Loan does not occur on the date specified therefor in a Notice of Borrowing or Notice of Conversion/Continuation (whether or not withdrawn), (b) any repayment or conversion of a Term SOFR Loan, EURIBOR Loan or a Term CORRA Loan occurs on a day other than the end of its Interest Period, (c) a Lender (other than a Defaulting Lender) is required to assign a Term SOFR Loan, EURIBOR Loan or Term CORRA Loan prior to the end of its Interest Period pursuant to **Section 13.4**, or (d) the Borrower(s) of any Borrower Group fail(s) to repay a Term SOFR Loan, EURIBOR Loan or a Term CORRA Loan when required hereunder, then such applicable Borrower(s) shall pay to Agent its customary administrative charge and to each Applicable Lender all losses and expenses that it sustains as a consequence thereof, including loss of anticipated profits and any loss or expense arising from liquidation or redeployment of funds or from fees payable to terminate deposits of matching funds but excluding the Applicable Margin. The Lenders shall not be required to purchase deposits in any applicable interbank market or any other offshore market to fund any Term SOFR Loan or EURIBOR Loan or any Term CORRA Loan, but the provisions hereof shall be deemed to apply as if each Applicable Lender had purchased such deposits to fund its Term SOFR Loans, EURIBOR Loans or Term CORRA Loans, as applicable.

3.10 **Maximum Interest.** Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the

maximum rate of non-usurious interest permitted by Requirements of Law (“maximum rate”). If Agent or any Lender shall receive interest in an amount that exceeds the maximum rate, the excess interest shall be applied to the principal of the Obligations of the Borrower Group to which such excess interest relates or, if it exceeds such unpaid principal, refunded to such Borrower Group. In determining whether the interest contracted for, charged or received by Agent or a Lender exceeds the maximum rate, such Person may, to the extent permitted by Requirements of Law, (a) characterize any payment that is not principal as an expense, fee or premium rather than interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder. Without limiting the generality of the foregoing provisions of this **Section 3.10**, if any provision of any of the Loan Documents would obligate any Canadian Domiciled Obligor to make any payment of interest with respect to the Canadian Facility Obligations in an amount or calculated at a rate which would be prohibited by Requirements of Law or would result in the receipt of interest with respect to the Canadian Facility Obligations at a criminal rate (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rates shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the applicable recipient of interest with respect to the Canadian Facility Obligations at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (i) first, by reducing the amount or rates of interest required to be paid by the Canadian Domiciled Obligors to the applicable recipient under the Loan Documents; and (ii) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid by the Canadian Domiciled Obligors to the applicable recipient which would constitute interest with respect to the Canadian Facility Obligations for purposes of Section 347 of the Criminal Code (Canada). Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the applicable recipient shall have received an amount in excess of the maximum permitted by that section of the Criminal Code (Canada), then the Canadian Domiciled Obligors shall be entitled, by notice in writing to Agent, to obtain reimbursement from the applicable recipient in an amount equal to such excess, and, pending such reimbursement, such amount shall be deemed to be an amount payable by the applicable recipient to the applicable Canadian Domiciled Obligor. Any amount or rate of interest with respect to the Canadian Facility Obligations referred to in this **Section 3.10** shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that any Loans to the Canadian Borrower remain outstanding on the assumption that any charges, fees or expenses that fall within the meaning of “interest” (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time, be pro rated over that period of time and otherwise be pro rated over the period from the Original Agreement Closing Date to the date of Full Payment of the Canadian Facility Obligations, and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by Agent shall be conclusive for the purposes of such determination.

Section 4. LOAN ADMINISTRATION

4.1 Manner of Borrowing and Funding Revolver Loans.

4.1.1. Notice of Borrowing.

(a) Whenever Borrowers within a Borrower Group desire funding of a Borrowing of Revolver Loans, Borrower Agent shall give Agent a Notice of Borrowing. Such notice must be received by Agent no later than 11:00 a.m. (i) on the Business Day of the requested funding date, in the case of U.S. Base Rate Loans, Canadian Prime Rate Loans, or Canadian Base Rate Loans, (ii) on the Business Day prior to the requested funding date, in the case of U.K./Dutch Base Rate Loans, and (iii) at least three Business Days prior (and at least four Business Days in the case of a U.K./Dutch Revolver Loan) to the requested funding date, in the case of Term SOFR Loans, SONIA Loans, EURIBOR Loans or Term CORRA Loans. Notices received after 11:00 a.m. shall be deemed received on the next Business Day. Each Notice of Borrowing shall be irrevocable and shall specify (A) the amount of the Borrowing, (B) the requested funding date (which must be a Business Day), (C) whether the Borrowing is to be made as a U.S. Base Rate Loan or a Term SOFR Loan (in the case of a Borrowing by the U.S. Borrowers), or as a Canadian Base Rate Loan, a Canadian Prime Rate Loan, Term SOFR Loan, or a Term CORRA Loan (in the case of a Borrowing by the Canadian Borrower), or as a U.K./Dutch Base Rate Loan, a Term SOFR Loan, a SONIA Loan or a EURIBOR Loan (in the case of a Borrowing by the U.K./Dutch Borrowers),

(D) in the case of Term SOFR Loans, EURIBOR Loans or Term CORRA Loans, the duration of the applicable Interest Period (which shall be deemed to be one month if not specified), and (E) in the case of a Borrowing by the Canadian Borrower, whether such Loan is to be denominated in Dollars or Canadian Dollars.

(b) Unless payment is otherwise timely made by Borrowers within a Borrower Group, the becoming due of any amount required to be paid with respect to any of the Obligations of the Obligor Group to which such Borrower Group belongs (whether principal, interest, fees or other charges, including Extraordinary Expenses and LC Obligations, but excluding Cash Collateral and Secured Bank Product Obligations) shall be deemed to be a request for Revolver Loans by such Borrower Group on the due date, in the amount of such Obligations and shall bear interest at the per annum rate applicable hereunder to U.S. Base Rate Revolver Loans, in the case of such Obligations owing by any U.S. Facility Obligor, or to Canadian Prime Rate Loans, in the case of such Obligations owing by a Canadian Domiciled Obligor, or to U.K./Dutch Base Rate Loans, in the case of such Obligations owing by a U.K./Dutch Domiciled Obligor. The proceeds of such Revolver Loans shall be disbursed as direct payment of the relevant Obligation. In addition, Agent may, at its option, charge such Obligations of an Obligor Group against any operating, investment or other account of an Obligor within such Obligor Group maintained with Agent or any of its Affiliates.

(c) If Borrowers within a Borrower Group establish a controlled disbursement account with Agent or any branch or Affiliate of Agent, then the presentation for payment of any check, ACH or electronic debit, or other payment item at a time when there are insufficient funds to cover it shall be deemed to be a request for Revolver Loans by such Borrower Group on the date of such presentation, in the amount of such payment item, and shall bear interest at the per annum rate applicable hereunder to U.S. Base Rate Revolver Loans, in the case of insufficient funds owing by any U.S. Facility Obligor, or to Canadian Prime Rate Loans, in the case of insufficient funds owing by a Canadian Domiciled Obligor, or to U.K./Dutch Base Rate Loans, in the case of insufficient funds owing by a U.K./Dutch Domiciled Obligor. The proceeds of such Revolver Loans may be disbursed directly to the controlled disbursement account or other appropriate account.

4.1.2. Fundings by Lenders.

(a) Each Applicable Lender shall timely honor its Revolver Commitment by funding its Pro Rata share of each Borrowing of Revolver Loans that is properly requested hereunder. Except for Borrowings to be made as Swingline Loans, Agent shall endeavor to notify the Applicable Lenders of each Notice of Borrowing (or deemed request for a Borrowing) by 12:00 noon (Applicable Time Zone) on the proposed funding date (and by 12:00 p.m. (Applicable Time Zone) on the Business Day prior to the proposed funding date, in the case of U.K./Dutch Base Rate Loans) for U.S. Base Rate Loans, Canadian Base Rate Loans, Canadian Prime Rate Loans, or U.K./Dutch Base Rate Loans, or by 3:00 p.m. (Applicable Time Zone) at least two Business Days before any proposed funding of Term SOFR Loans, SONIA Loans, EURIBOR Loans or Term CORRA Loans. Each Applicable Lender shall fund to Agent such Lender's Pro Rata share of the Borrowing to the account specified by Agent in immediately available funds not later than 2:00 p.m. (Applicable Time Zone) on the requested funding date, unless Agent's notice is received after the times provided above, in which case Lender shall fund its Pro Rata share by 11:00 a.m. (Applicable Time Zone) on the next Business Day. Subject to its receipt of such amounts from the Applicable Lenders, Agent shall disburse the proceeds of the Revolver Loans as directed by Borrower Agent. Unless Agent shall have received (in sufficient time to act) written notice from an Applicable Lender that it does not intend to fund its Pro Rata share of a Borrowing, Agent may assume that such Lender has deposited or promptly will deposit its share with Agent, and Agent may disburse a corresponding amount to the applicable Borrower(s). If an Applicable Lender's share of any Borrowing or of any settlement pursuant to **Section 4.1.3(b)** is not received by Agent, then the Borrowers within the applicable Borrower Group agree to repay to Agent **on demand** the amount of such share, together with interest thereon from the date disbursed until repaid, at the rate applicable to such Borrowing.

4.1.3. Swingline Loans; Settlement.

(a) Agent may, but shall not be obligated to, advance U.S. Swingline Loans to the U.S. Borrowers, up to an aggregate outstanding amount equal to 10% of the aggregate U.S. Revolver Commitments, unless the funding is specifically required to be made by all U.S. Lenders hereunder. Each U.S. Swingline Loan shall constitute a U.S. Base Rate Revolver Loan for all purposes, except that payments thereon shall be made to Agent for its own account. The obligation of the U.S. Borrowers to repay U.S. Swingline Loans shall be evidenced by the records of Agent and need not be evidenced by any promissory note. Agent (acting through its Canada branch) may, but shall not be obligated to, advance Canadian Swingline Loans to the Canadian Borrower, up to an aggregate outstanding amount equal to 10% of the aggregate Canadian Revolver Commitments, unless the funding is specifically required to be made by all Canadian Lenders hereunder. Each Canadian Swingline Loan shall constitute a Canadian Prime Rate Revolver Loan or a Canadian Base Rate Loan, as applicable, for all purposes, except that payments thereon shall be made to Agent (acting through its Canada branch) for its own account. The obligation of the Canadian Borrower to repay Canadian Swingline Loans shall be evidenced by the records of Agent (acting through its Canada branch) and need not be evidenced by any promissory note. Agent may, but shall not be obligated to, advance U.K./Dutch Swingline Loans to the U.K./Dutch Borrowers, up to an aggregate outstanding amount equal to 10% of the aggregate U.K./Dutch Revolver Commitments, unless the funding is specifically required to be made by all U.K./Dutch Lenders hereunder. Each U.K./Dutch Swingline Loan shall be made in and denominated only in Dollars, and shall constitute a U.K./Dutch Base Rate Loan for all purposes, except that payments thereon shall be made to Agent for its own account. The obligation of the U.K./Dutch Borrowers to repay U.K./Dutch Swingline Loans shall be evidenced by the records of Agent and need not be evidenced by any promissory note.

(b) Settlement of Swingline Loans and other Revolver Loans among Lenders and Agent shall take place on a date determined from time to time by Agent (but at least weekly), in accordance with the Settlement Report delivered by Agent to Lenders. Between settlement dates, Agent may in its discretion apply payments on Revolver Loans to Swingline Loans, regardless of any designation by any Borrower or any provision herein to the contrary. Each Lender's obligation to make settlements with Agent is absolute and unconditional, without offset, counterclaim or other defense, and whether or not the Commitments have terminated, an Overadvance exists or the conditions in **Section 6** are satisfied. If, due to an Insolvency Proceeding with respect to a Borrower or otherwise, any U.S. Swingline Loan may not be settled among the U.S. Lenders hereunder, then each U.S. Lender shall be deemed to have purchased from Agent a Pro Rata participation in such Loan and shall transfer the amount of such participation to Agent, in immediately available funds, within one Business Day after Agent's request therefor. If, due to an Insolvency Proceeding with respect to a Borrower or otherwise, any Canadian Swingline Loan may not be settled among the Canadian Lenders hereunder, then each Canadian Lender shall be deemed to have purchased from Agent a Pro Rata participation in such Loan and shall transfer the amount of such participation to Agent, in immediately available funds, within one Business Day after Agent's request therefor. If, due to an Insolvency Proceeding with respect to a Borrower or otherwise, any U.K./Dutch Swingline Loan may not be settled among the U.K./Dutch Lenders hereunder, then each U.K./Dutch Lender shall be deemed to have purchased from Agent a Pro Rata participation in such Loan and shall transfer the amount of such participation to Agent, in immediately available funds, within one Business Day after Agent's request therefore.

4.1.4. Notices. Borrowers may request, convert or continue Loans, select interest rates and transfer funds based on telephonic or e-mailed instructions to Agent. Borrowers shall confirm each such request by prompt delivery to Agent of a Notice of Borrowing or Notice of Conversion/Continuation, if applicable, but if it differs materially from the action taken by Agent or Lenders, the records of Agent and Lenders shall govern. Neither Agent nor any Lender shall have any liability for any loss suffered by a Borrower as a result of Agent or any Lender acting upon its understanding of telephonic or e-mailed instructions from a person believed in good faith by Agent or any Lender to be a person authorized to give such instructions on a Borrower's behalf.

4.2 Defaulting Lender.

4.2.1. Reallocation of Pro Rata Share; Amendments. For purposes of determining Lenders' obligations to fund or participate in Loans or Letters of Credit, Agent may exclude the Commitments and Loans of any Defaulting Lender(s) from the calculation of Pro Rata shares. A

Defaulting Lender shall have no right to vote on any amendment, waiver or other modification of a Loan Document, except as provided in **Section 14.1.1(c)**.

4.2.2. Payments; Fees. Agent may, in its discretion, receive and retain any amounts payable to a Defaulting Lender under the Loan Documents, and a Defaulting Lender shall be deemed to have assigned to Agent such amounts until all Obligations owing to Agent, non-Defaulting Lenders and other Secured Parties have been paid in full. Agent may apply such amounts to the Defaulting Lender's defaulted obligations, use the funds to Cash Collateralize such Lender's Fronting Exposure, or readvance the amounts, in accordance with this Agreement, to the Borrowers of the Borrower Group to which such defaulted obligations relate. A Lender shall not be entitled to receive any fees accruing hereunder during the period in which it is a Defaulting Lender, and the unfunded portion of its Commitment shall be disregarded for purposes of calculating the unused line fees under **Section 3.2.1**. If any LC Obligations owing to a Defaulted Lender are reallocated to other Lenders, fees attributable to such LC Obligations under **Section 3.2.2**, **Section 3.2.3**, **Section 3.2.4**, and **Section 3.2.5**, as applicable, shall be paid to such Lenders. Agent shall be paid all fees attributable to LC Obligations that are not reallocated.

4.2.3. Cure. Borrowers, Agent and Issuing Banks may agree in writing that a Lender is no longer a Defaulting Lender. At such time, Pro Rata shares shall be reallocated without exclusion of such Lender's Commitments and Loans, and all outstanding Revolver Loans, LC Obligations and other exposures under the Revolver Commitments shall be reallocated among Lenders and settled by Agent (with appropriate payments by the reinstated Lender) in accordance with the readjusted Pro Rata shares. Unless expressly agreed by Borrowers, Agent and Issuing Banks, or as expressly provided herein with respect to Bail-In Actions and related matters, no reinstatement of a Defaulting Lender shall constitute a waiver or release of claims against such Lender. The failure of any Lender to fund a Loan, to make a payment in respect of LC Obligations or otherwise to perform its obligations hereunder shall not relieve any other Lender of its obligations, and no Lender shall be responsible for default by another Lender.

4.3 Number and Amount of Term SOFR Loans, EURIBOR Loans, SONIA Loans, Term CORRA Loans, Canadian Base Rate Loans and Canadian Prime Rate Loans; Determination of Rate.

4.3.1. With respect to the U.S. Borrowers, (a) no more than 10 Borrowings of Term SOFR Loans may be outstanding at any time, and all Term SOFR Loans to U.S. Borrowers having the same length and beginning date of their Interest Periods shall be aggregated together and considered one Borrowing for this purpose, and (b) each Borrowing of Term SOFR Loans when made, continued or converted shall be in a minimum amount of \$1,000,000 or an increment of \$1,000,000, in excess thereof.

4.3.2. With respect to the Canadian Borrower, (a) no more than 5 Borrowings of Term SOFR Loans may be outstanding at any time, and all Term SOFR Loans having the same length and beginning date of their Interest Periods shall be aggregated together and considered one Borrowing for this purpose, (b) no more than 5 Borrowings of Term CORRA Loans may be outstanding at any time, and all Term CORRA Loans having the same length and beginning date of their Interest Periods shall be aggregated together and considered one Borrowing for this purpose, (c) each Borrowing of such Loans when made, continued or converted shall be in a minimum amount of \$1,000,000 (or, in the case of Term CORRA Loans, Cdn\$1,000,000), or an increment of \$1,000,000 (or, in the case of Term CORRA Loans, Cdn\$1,000,000) in excess thereof, (d) and each Borrowing of Canadian Prime Rate Loans when made, continued or converted shall be in a minimum amount of Cdn\$500,000 or an increment of Cdn\$100,000 in excess thereof, and (e) each Borrowing of Canadian Base Rate Loans when made, continued or converted shall be in a minimum amount of \$500,000 or an increment of \$100,000 in excess thereof.

4.3.3. With respect to the U.K./Dutch Borrowers, (a) no more than 5 Borrowings of Term SOFR Loans and/or EURIBOR Loans may be outstanding at any time, and all Term SOFR Loans and EURIBOR Loans having the same length and beginning date of their Interest Periods and in the same Available Currency shall be aggregated together and considered one Borrowing for this purpose, and (b) each Borrowing of such Loans when made, continued or converted shall be in a minimum amount of \$1,000,000 (or, in the case of SONIA Loans, £1,000,000 or, in the case of EURIBOR Loans, Euros 1,000,000) or an increment of \$1,000,000 (or, in the case of SONIA Loans, £1,000,000 or, in the case of EURIBOR Loans, Euros 1,000,000), in excess thereof.

4.3.4. [Reserved].

4.3.5. Upon determining Term SOFR, EURIBOR or the Term CORRA for any Interest Period requested by the Borrower Agent on behalf of a Borrower Group, Agent shall promptly notify the Borrower Agent thereof by telephone or electronically and, if requested by the Borrower Agent, shall confirm any telephonic notice in writing.

4.4 Borrower Agent. Each Borrower and other Obligor hereby designates Topgolf Callaway Brands Corp. (formerly known as Callaway Golf Company), a Delaware corporation ("Borrower Agent") as its representative and agent for all purposes under the Loan Documents, including requests for Loans and Letters of Credit, designation of interest rates, delivery or receipt of communications, preparation and delivery of Borrowing Base and financial reports, receipt and payment of Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect of compliance with covenants), and all other dealings with Agent, any Issuing Bank or any Lender. Borrower Agent hereby accepts such appointment. Agent and Lenders shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any notice of borrowing) delivered by Borrower Agent on behalf of any Borrower. Agent and Lenders may give any notice or communication with a Borrower or other Obligor hereunder to Borrower Agent on behalf of such Borrower or other Obligor. Each of Agent, Issuing Banks and Lenders shall have the right, in its discretion, to deal exclusively with Borrower Agent for any or all purposes under the Loan Documents. Each Borrower and other Obligor agrees that any notice, election, communication, representation, agreement or undertaking made on its behalf by Borrower Agent shall be binding upon and enforceable against it. Each Borrower hereby releases the Borrower Agent to the extent possible from any restrictions on representing several persons and self-dealing applicable to it under any applicable law.

4.5 One Obligation. The Loans, LC Obligations and other Obligations of the applicable Borrower(s) of each Borrower Group and their respective Guarantors shall constitute one general obligation of such Borrower(s) of such Borrower Group and their respective Guarantors and (unless otherwise expressly provided in any Loan Document) shall be secured by Agent's Lien upon all Collateral of such Borrower(s) of such Borrower Group and their respective Guarantors; provided, however, that each Credit Party shall be deemed to be a creditor of, and the holder of a separate claim against, each Borrower or other Obligor to the extent of any Obligations jointly or severally owed by such Borrower or other Obligor to such Credit Party.

4.6 Effect of Termination. On the effective date of any termination of any of the Revolver Commitments, all Obligations with respect thereto shall be immediately due and payable, and any Lender may terminate its and its Affiliates' Bank Products. All undertakings of Borrowers contained in the Loan Documents shall survive any termination, and Agent shall retain its Liens in the Collateral and all of its rights and remedies under the Loan Documents until Full Payment of the Obligations. Notwithstanding Full Payment of the Obligations, Agent shall not be required to terminate its Liens in any Collateral unless, with respect to any damages Agent may incur as a result of the dishonor or return of Payment Items applied to Obligations, Agent receives (a) a written agreement satisfactory to Agent, executed by Borrowers and any Person whose advances are used in whole or in part to satisfy the Obligations, indemnifying Agent and Lenders from such damages; and (b) such Cash Collateral as Agent, in its discretion, deems appropriate to protect against such damages. **Sections 2.2, 2.3, 2.4, 3.4, 3.6, 3.7, 3.9, 5.5, 5.9, 5.10, 12, 14.2** and this Section, and the obligation of each Obligor and Lender with respect to each indemnity given by it in any Loan Document, shall survive Full Payment of the Obligations and any release relating to this credit facility.

4.7 Sustainability Adjustments.

4.7.1. The Borrower Agent, in consultation with the Sustainability Coordinator, shall be entitled to establish specified Key Performance Indicators ("KPI's") with respect to certain Environmental, Social and Governance ("ESG") targets of Parent and its Subsidiaries. The Sustainability Coordinator and the Obligors may amend this Agreement (such amendment, the "ESG Amendment") solely for the purpose of incorporating the KPI's and other related provisions (the "ESG Pricing Provisions") into this Agreement, and any such amendment shall become effective at 5:00 p.m. on the

fifth Business Day after the Agent shall have posted such proposed amendment to all Lenders and the Borrower Agent unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Agent (who shall promptly notify the Borrower Agent) written notice that such Required Lenders object to such ESG Amendment. In the event that Required Lenders deliver a written notice objecting to any such ESG Amendment, an alternative ESG Amendment may be effectuated with the consent of the Required Lenders, the Obligors and the Sustainability Coordinator. Upon effectiveness of any such ESG Amendment, based on Parent's performance against the KPI's, certain adjustments (increase, decrease or no adjustment) to the otherwise applicable Applicable Margin for all Loans, U.S. Unused Line Fee Rate, Canadian Unused Line Fee Rate, and U.K./Dutch Unused Line Fee Rate will be made; provided, that the amount of such adjustments shall not exceed (i) a 0.05% increase and/or a 0.05% decrease in the otherwise applicable Applicable Margin for Loans, or (ii) a 0.01% increase and/or a 0.01% decrease in the otherwise applicable U.S. Unused Line Fee Rate, Canadian Unused Line Fee Rate, and U.K./Dutch Unused Line Fee Rate payable pursuant to Section 3.2.1, and such adjustments shall not be cumulative. The pricing adjustments pursuant to the KPI's will require, among other things, reporting and validation of the measurement of the KPI's in a manner that is aligned with the Sustainability Linked Loan Principles, and shall identify a sustainability assurance provider (the "Sustainability Assurance Provider"), which shall be a qualified external reviewer, independent of the Obligors, with relevant expertise, such as an auditor, environmental consultant and/or independent ratings agency of recognized national standing, and is to be agreed between the Borrower Agent and the Sustainability Coordinator (each acting reasonably). Following the effectiveness of the ESG Amendment, any modification to the ESG Pricing Provisions which does not have the effect of reducing the U.S. Unused Line Fee Rate, Canadian Unused Line Fee Rate and U.K./Dutch Unused Line Fee Rate payable pursuant to Section 3.2.1 or the Applicable Margin for Loans to a level not otherwise permitted by this paragraph shall be subject only to the consent of the Required Lenders.

4.7.2. The Sustainability Coordinator will (i) assist the Borrower Agent in determining the ESG Pricing Provisions in connection with the ESG Amendment, and (ii) assist the Borrower Agent in preparing informational materials focused on ESG to be used in connection with the ESG Amendment.

4.7.3. This Section shall supersede any provisions in Section 14.1 to the contrary.

Section 5. PAYMENTS

5.1 General Payment Provisions.

5.1.1. All payments of Obligations shall be made without offset, counterclaim or defense of any kind, free of (and without deduction for) any Taxes, and in immediately available funds, not later than 12:00 noon (Applicable Time Zone) on the due date. Any payment after such time shall be deemed made on the next Business Day. Any payment of a Term SOFR Loan, a EURIBOR Loan or a Term CORRA Loan prior to the end of its Interest Period shall be accompanied by all amounts due under **Section 3.9**. Any prepayment of Loans by a Borrower Group shall be applied first to U.S. Base Rate Loans, Canadian Base Rate Loans, Canadian Prime Rate Loans, or U.K./Dutch Base Rate Loans, as applicable, of such Borrower Group and then to Term SOFR Loans, EURIBOR Loans or Term CORRA Loans, as applicable, of such Borrower Group.

5.1.2. All payments with respect to any U.S. Facility Obligations shall be made in Dollars. All payments with respect to any Canadian Facility Obligations shall be made in Canadian Dollars or, if any portion of such Canadian Facility Obligations is denominated in Dollars, then in Dollars. All payments with respect to any U.K./Dutch Facility Obligations shall be made in British Pounds or, if any portion of such U.K./Dutch Facility Obligations is denominated in Euros, then in Euros or, if any portion of such U.K./Dutch Facility Obligations is denominated in Dollars, then in Dollars.

5.2 Repayment of Revolver Loans.

5.2.1. All U.S. Revolver Loans shall be due and payable in full on the U.S. Revolver Commitment Termination Date, all Canadian Revolver Loans shall be due and payable in full on the Canadian Revolver Commitment Termination Date, and all U.K./Dutch Revolver Loans shall be due and payable in full on the U.K./Dutch Revolver Commitment Termination Date, in each case unless payment

is sooner required hereunder. Revolver Loans may be prepaid from time to time, without penalty or premium, subject to, in the case of Term SOFR Loans, EURIBOR Loans and Term CORRA Loans, **Section 3.9**.

5.2.2. **[Reserved]**.

5.2.3. Notwithstanding anything herein to the contrary, if an Overadvance exists (including as a result of any Disposition), the applicable Borrower(s) (*i.e.*, the U.S. Borrowers in the case of a U.S. Overadvance, the Canadian Borrower in the case of a Canadian Overadvance, and the U.K./Dutch Borrowers in the case of a U.K./Dutch Overadvance) shall, on the sooner of Agent's demand or the first Business Day after any such Borrower has knowledge thereof, repay the outstanding applicable Revolver Loans (*i.e.*, the U.S. Revolver Loans in the case of a U.S. Overadvance, the Canadian Revolver Loans in the case of a Canadian Overadvance, and the U.K./Dutch Revolver Loans in the case of a U.K./Dutch Overadvance) in an amount sufficient to reduce the principal balance of such Revolver Loans to the applicable Borrowing Base (*i.e.*, the U.S. Borrowing Base in the case of a U.S. Revolver Loans, the Canadian Borrowing Base in the case of Canadian Revolver Loans, and the U.K./Dutch Borrowing Base in the case of U.K./Dutch Revolver Loans).

5.3 **[Reserved]**.

5.4 **Payment of Other Obligations.** Obligations other than Loans, including LC Obligations and Extraordinary Expenses, shall be paid by Borrowers as provided in the Loan Documents or, if no payment date is specified, **on demand**.

5.5 **Marshaling; Payments Set Aside.** None of Agent or Lenders shall be under any obligation to marshal any assets in favor of any Obligor or against any Obligations. If any payment by or on behalf of Borrowers or any other Obligor is made to Agent, any Issuing Bank or any Lender, or Agent, any Issuing Bank or any Lender exercises a right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Agent, such Issuing Bank or such Lender in its discretion) to be repaid to a Creditor Representative or any other Person, then to the extent of such recovery, the Obligation originally intended to be satisfied, and all Liens, rights and remedies relating thereto, shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

5.6 **Post-Default Allocation of Payments.**

5.6.1. **Allocation.** Notwithstanding anything herein to the contrary, during an Event of Default, monies to be applied to the Obligations, whether arising from payments by or on behalf of any Obligor, realization on Collateral, setoff or otherwise, shall be allocated as follows:

(a) with respect to monies, payments, Property or Collateral of or from any U.S. Domiciled Obligor:

(i) first, to all costs and expenses, including Extraordinary Expenses, owing to Agent;

(ii) second, to all Extraordinary Expenses owing to any U.S. Lender;

(iii) third, to all amounts owing to Agent on U.S. Swingline Loans;

(iv) fourth, to all amounts owing to U.S. Issuing Banks on account of U.S. LC Obligations;

(v) fifth, to all Obligations constituting fees (other than Secured Bank Product Obligations) owing by any U.S. Domiciled Obligor (exclusive of any such amounts

owing by the Canadian Domiciled Obligors or U.K./Dutch Domiciled Obligors which are guaranteed by the U.S. Domiciled Obligors);

(vi) sixth, to all U.S. Facility Obligations constituting interest (other than Secured Bank Product Obligations) owing by any U.S. Domiciled Obligor (exclusive of any such amounts owing by the Canadian Domiciled Obligors or U.K./Dutch Domiciled Obligors which are guaranteed by the U.S. Domiciled Obligors);

(vii) seventh, to Cash Collateralize the U.S. LC Obligations;

(viii) eighth, to all U.S. Revolver Loans and Noticed Hedges (solely to the extent such Noticed Hedges were reserved for by Agent under the U.S. Borrowing Base immediately prior to the time of such allocation) of any U.S. Domiciled Obligor, including Cash Collateralization of Noticed Hedges (solely to the extent such Noticed Hedges were reserved for by Agent under the U.S. Borrowing Base immediately prior to the time of such allocation) of any U.S. Domiciled Obligor;

(ix) ninth, to all other U.S. Facility Obligations (exclusive of any such amounts owing by the Canadian Domiciled Obligors or U.K./Dutch Domiciled Obligors which are guaranteed by the U.S. Domiciled Obligors); and

(x) tenth, ratably: (i) to be applied in accordance with clause (b) below, to the extent there are insufficient funds for the Full Payment of all Obligations owing by any Canadian Domiciled Obligor, and (ii) to be applied in accordance with clause (c) below, to the extent there are insufficient funds for the Full Payment of all Obligations owing by any U.K./Dutch Domiciled Obligor.

(b) with respect to monies, payments, Property or Collateral of or from any Canadian Domiciled Obligor, together with any allocations pursuant to subclause (x) of clause (a) above and subclause (x) of clause (c) below:

(i) first, to all costs and expenses, including Extraordinary Expenses, owing to Agent, to the extent owing by any Canadian Domiciled Obligor;

(ii) second, to all Extraordinary Expenses owing to any Canadian Lender;

(iii) third, to all amounts owing to Agent (acting through its Canada branch) on Canadian Swingline Loans;

(iv) fourth, to all amounts owing to the Canadian Issuing Bank on account of Canadian LC Obligations;

(v) fifth, to all Canadian Facility Obligations constituting fees (other than Secured Bank Product Obligations) owing by any Canadian Domiciled Obligor (exclusive of any such amounts owing by the U.K./Dutch Domiciled Obligors which are guaranteed by the Canadian Domiciled Obligors);

(vi) sixth, to all Canadian Facility Obligations constituting interest (other than Secured Bank Product Obligations) owing by any Canadian Domiciled Obligor (exclusive of any such amounts owing by the U.K./Dutch Domiciled Obligors which are guaranteed by the Canadian Domiciled Obligors);

(vii) seventh, to Cash Collateralize the Canadian LC Obligations;

(viii) eighth, to all Canadian Revolver Loans and Noticed Hedges of any Canadian Domiciled Obligor (solely to the extent such Noticed Hedges were reserved for by Agent under the Canadian Borrowing Base immediately prior to the time of such allocation),

including Cash Collateralization of Noticed Hedges (solely to the extent such Noticed Hedges were reserved for by Agent under the Canadian Borrowing Base immediately prior to the time of such allocation) of any Canadian Domiciled Obligor;

(ix) ninth, to all other Canadian Facility Obligations (exclusive of any such amounts owing by the U.K./Dutch Domiciled Obligors which are guaranteed by the Canadian Domiciled Obligors); and

(x) tenth, to be applied in accordance with clause (c) below, to the extent there are insufficient funds for the Full Payment of all Obligations owing by any U.K./Dutch Domiciled Obligor.

(c) with respect to monies, payments, Property or Collateral of or from any U.K./Dutch Domiciled Obligor, together with any allocations pursuant to subclause (x) of clause (a) above and subclause (x) of clause (b) above:

(i) first, to all costs and expenses, including Extraordinary Expenses, owing to Agent, to the extent owing by any U.K./Dutch Domiciled Obligor;

(ii) second, to all Extraordinary Expenses owing to any U.K./Dutch Lender;

(iii) third, to all amounts owing to Agent on U.K./Dutch Swingline Loans;

(iv) fourth, to all amounts owing to the U.K./Dutch Issuing Bank on account of U.K./Dutch LC Obligations;

(v) fifth, to all U.K./Dutch Facility Obligations constituting fees (other than Secured Bank Product Obligations) owing by any U.K./Dutch Domiciled Obligor (exclusive of any such amounts owing by the Canadian Domiciled Obligors which are guaranteed by the U.K./Dutch Domiciled Obligors);

(vi) sixth, to all U.K./Dutch Facility Obligations constituting interest (other than Secured Bank Product Obligations) owing by any U.K./Dutch Domiciled Obligor (exclusive of any such amounts owing by the Canadian Domiciled Obligors which are guaranteed by the U.K./Dutch Domiciled Obligors);

(vii) seventh, to Cash Collateralize the U.K./Dutch LC Obligations;

(viii) eighth, to all U.K./Dutch Revolver Loans and Noticed Hedges of any U.K./Dutch Domiciled Obligor (solely to the extent such Noticed Hedges were reserved for by Agent under the U.K./Dutch Borrowing Base immediately prior to the time of such allocation), including Cash Collateralization of Noticed Hedges (solely to the extent such Noticed Hedges were reserved for by Agent under the U.K./Dutch Borrowing Base immediately prior to the time of such allocation) of any U.K./Dutch Domiciled Obligor;

(ix) ninth, to all other U.K./Dutch Facility Obligations (exclusive of any such amounts owing by the Canadian Domiciled Obligors which are guaranteed by the U.K./Dutch Domiciled Obligors); and

(x) tenth, to be applied in accordance with clause (b) above, to the extent there are insufficient funds for the Full Payment of all Obligations owing by any Canadian Domiciled Obligor.

5.6.2. General Application Provisions. Amounts shall be applied to each category of Obligations set forth above until Full Payment thereof and then to the next category. If amounts are insufficient to satisfy a category, they shall be applied on a pro rata basis among the Obligations in the category. Amounts distributed with respect to any Secured Bank Product Obligations shall be the lesser

of the maximum Secured Bank Product Obligations last reported to Agent or the actual Secured Bank Product Obligations as calculated by the methodology reported to Agent for determining the amount due. Monies and proceeds obtained from an Obligor shall not be applied to its Excluded Swap Obligations, but appropriate adjustments shall be made with respect to amounts obtained from other Obligors to preserve the allocations in any applicable category. Agent shall have no obligation to calculate the amount to be distributed with respect to any Secured Bank Product Obligations, and may request a reasonably detailed calculation of such amount from the applicable Secured Party. If a Secured Party fails to deliver such calculation within five days following request by Agent, Agent may assume the amount to be distributed is the last reported amount. The allocations set forth in this Section are solely to determine the rights and priorities of Agent and Secured Parties as among themselves, and the order of allocation within each of subclauses (a), (b), (c) or (d) may be changed by agreement among them without the consent of any Obligor. This Section is not for the benefit of or enforceable by any Borrower; provided that no amounts may be applied to any purpose other than as set forth in subclauses (a), (b), (c) or (d), respectively, without the consent of Borrower Agent.

5.6.3. Erroneous Application. Agent shall not be liable for any application of amounts made by it in good faith and, if any such application is subsequently determined to have been made in error, the sole recourse of any Lender or other Person to which such amount should have been made shall be to recover the amount from the Person that actually received it (and, if such amount was received by any Lender, such Lender hereby agrees to return it).

5.7 Application of Payments.

5.7.1. Dominion Account(s) of U.S. Borrowers. The ledger balance in the main Dominion Account of the U.S. Borrowers as of the end of a Business Day shall be applied to the U.S. Facility Obligations of the U.S. Borrowers at the beginning of the next Business Day, during any Dominion Trigger Period. If, at the end of a Business Day, after giving effect to such application, if any, a credit balance exists, the balance shall not accrue interest in favor of the U.S. Borrowers and shall be made available to the U.S. Borrowers as long as the Obligations have not been accelerated on account of an Event of Default. During any Dominion Trigger Period, each U.S. Borrower and each other U.S. Facility Obligor irrevocably waives the right to direct the application of any payments or Collateral proceeds, and agrees that Agent shall have the continuing, exclusive right to apply and reapply same against the U.S. Facility Obligations, in such manner as Agent deems advisable.

5.7.2. Dominion Account(s) of Canadian Borrower. The ledger balance in the main Dominion Account of the Canadian Borrower as of the end of a Business Day shall be applied to the Canadian Facility Obligations of the Canadian Borrower at the beginning of the next Business Day, during any Dominion Trigger Period. If, at the end of a Business Day, after giving effect to such application, if any, a credit balance exists, the balance shall not accrue interest in favor of the Canadian Borrower and shall be made available to the Canadian Borrower as long as the Obligations have not been accelerated on account of an Event of Default. During any Dominion Trigger Period, the Canadian Borrower and each other Canadian Facility Obligor irrevocably waives the right to direct the application of any payments or Collateral proceeds, and agrees that Agent shall have the continuing, exclusive right to apply and reapply same against the Canadian Facility Obligations, in such manner as Agent deems advisable.

5.7.3. Dominion Account(s) of U.K. Borrowers. The ledger balance in the main Dominion Account of the U.K. Borrowers as of the end of a Business Day occurring on and after the Closing Date shall be applied to the U.K./Dutch Facility Obligations of the U.K./Dutch Borrowers at the beginning of the next Business Day during any Dominion Trigger Period. If, at the end of a Business Day occurring after the Closing Date, after giving effect to such application, if any, a credit balance exists, the balance shall not accrue interest in favor of the U.K. Borrowers and shall be made available to the U.K. Borrowers as long as the Obligations have not been accelerated on account of an Event of Default and in any event subject to the terms of the U.K. Security Agreements. During any Dominion Trigger Period, each of the U.K. Borrowers and each other U.K./Dutch Facility Obligor irrevocably waives the right to direct the application of any payments or Collateral proceeds, and agree that Agent shall have the continuing, exclusive right to apply and reapply same against the U.K./Dutch Facility Obligations, in such manner as Agent deems advisable.

5.7.4. [Reserved].

5.7.5. Dominion Account(s) of the Dutch Borrower. The ledger balance in the main Dominion Account of the Dutch Borrower as of the end of a Business Day shall be applied to the U.K./Dutch Facility Obligations of the U.K./Dutch Borrowers at the beginning of the next Business Day, during any Dominion Trigger Period. If, at the end of a Business Day, after giving effect to such application, if any, a credit balance exists, the balance shall not accrue interest in favor of the Dutch Borrower and shall be made available to the Dutch Borrower as long as the Obligations have not been accelerated on account of an Event of Default. During any Dominion Trigger Period, the Dutch Borrower and each other U.K./Dutch Facility Obligor irrevocably waives the right to direct the application of any payments or Collateral proceeds, and agrees that Agent shall have the continuing, exclusive right to apply and reapply same against the U.K./Dutch Facility Obligations, in such manner as Agent deems advisable.

5.7.6.

5.8 Loan Account; Account Stated.

5.8.1. Loan Account. Agent shall maintain, in accordance with its usual and customary practices, an account or accounts ("Loan Account") evidencing the Indebtedness of each of the Borrower(s) within each Borrower Group resulting from each Loan made to such Borrower Group or issuance of a Letter of Credit for the account of such Borrower(s) from time to time. Any failure of Agent to record anything in any Loan Account, or any error in doing so, shall not limit or otherwise affect the obligations of the applicable Borrower(s) to pay any amount owing hereunder. Agent may maintain a single Loan Account in the name of the Borrower Agent, and each Borrower and other Obligor confirms that such arrangement shall have no effect on the joint and several character of its liability for the Obligations as and to the extent provided herein or in the other Loan Documents.

5.8.2. Entries Binding. Entries made in any Loan Account shall constitute presumptive evidence of the information contained therein. If any information contained in the Loan Account is provided to or inspected by any Person, then such information shall be conclusive and binding on such Person for all purposes absent manifest error, except to the extent such Person notifies Agent in writing within 30 days after receipt or inspection that specific information is subject to dispute.

5.9 Taxes.

5.9.1. Payments Free of Taxes. All payments by or on behalf of any Obligor hereunder shall be free and clear of and without withholding or deduction for any Taxes. If Requirements of Law requires any Obligor or Agent to withhold or deduct any Tax (including backup withholding or withholding Tax), the withholding or deduction shall be based on information provided pursuant to **Section 5.10** and Agent shall pay the amount withheld or deducted to the relevant Governmental Authority. If the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the applicable Borrowers or other Obligors shall be increased so that Agent, each Lender and each Issuing Bank, as applicable, receives an amount equal to the sum it would have received if no such withholding or deduction (including withholdings or deductions applicable to additional sums payable under this Section) had been made. In addition, Borrowers and the other Obligors shall timely pay all Other Taxes to the relevant Governmental Authorities.

5.9.2. Payments Free of Tax by the U.K. Borrowers.

(a) Payments Free of Tax. A payment by the U.K. Borrowers under this Agreement shall not be increased under **Section 5.9.1** above by reason of a withholding or deduction on account of Tax imposed by the United Kingdom ("Tax Deduction"), if on the date on which the payment falls due:

(i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a U.K. Qualified Lender, but on that date that Lender is not or has ceased to be a U.K. Qualified Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application

of) any law or Treaty or any published practice or published concession of any relevant taxing authority; or

(ii) the relevant Lender is a U.K. Qualified Lender solely by virtue of paragraph (i)(B) of the definition of U.K. Qualified Lender; and (A) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a “Direction”) under section 931 of ITA which relates to the payment and that Lender has received from the U.K. Borrowers making the payment a certified copy of that Direction; and (B) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or

(iii) the Lender is a U.K. Qualified Lender solely by virtue of paragraph (i)(B) of the definition of U.K. Qualified Lender and (A) the Lender has not given a U.K. Tax Confirmation to the U.K. Borrowers; and (B) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a U.K. Tax Confirmation to the U.K. Borrowers, on the basis that the U.K. Tax Confirmation would have enabled the U.K. Borrowers to have formed a reasonable belief that the payment was an “**excepted payment**” for the purposes of Section 930 of ITA; or

(iv) the relevant Lender is a Treaty Lender and the U.K. Borrowers making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under **Section 5.9.2(d)** below.

(b) Timing and Amount. If the U.K. Borrowers are required to make a Tax Deduction, the U.K. Borrowers shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(c) Evidence of Payment. Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the U.K. Borrowers shall deliver to the Agent for the Lender or the Agent entitled to the payment a statement under Section 975 of ITA or other evidence reasonably satisfactory to that Lender or the Agent that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

(d) Co-operation between a Treaty Lender and the U.K. Borrowers. A Treaty Lender and the U.K. Borrowers making a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for U.K. Borrowers to obtain authorization to make that payment without a Tax Deduction.

(e) Exceptions. Nothing in **Section 5.9.2(d)** above shall require a Treaty Lender to: (a) register under the HMRC DT Treaty Passport scheme; (b) apply the HMRC DT Treaty Passport scheme to any Loan if it has so registered; or (c) file Treaty forms if it has included an indication to the effect that it wishes the HMRC DT Treaty Passport scheme to apply to this Agreement in accordance with **Section 5.9.2(h)** below or **Section 5.9.2(o)** below and the Obligor making that payment has complied with its obligations under **Section 5.9.2(i)** below or **Section 5.9.2(p)** below.

(f) Existing Lenders. A U.K. Non-Bank Lender which becomes a Lender on the day on which this Agreement is entered into gives a U.K. Tax Confirmation to the U.K. Borrowers by entering into this Agreement.

(g) Notice. A U.K. Non-Bank Lender shall promptly notify the U.K. Borrowers and the Agent if there is any change in the position from that set out in the U.K. Tax Confirmation.

(h) HMRC DT Treaty Passport schemes. A Treaty Lender which becomes a party to this Agreement on the day on which this Agreement is entered into that holds a passport under the HMRC DT Treaty Passport scheme, and which then wishes that scheme to apply to this Agreement, shall include an indication to that effect (for the benefit of the Agent and without liability to any Obligor) by including its scheme reference number and its jurisdiction of tax residence opposite its name in **Schedule 5.9.9**.

(i) Form DTTP2. Where a Lender includes the indication described in **Section 5.9.2(h)** above in **Schedule 5.9.9**, the U.K. Borrowers shall, to the extent that such Lender is a Lender under the facilities made available to the U.K. Borrowers pursuant to **Section 2.1** or **Section 2.2**, file a duly completed form DTTP2 in respect of such Lender with HM Revenue & Customs within 30 days of the date of this Agreement and shall promptly provide such Lender with a copy of that filing.

(j) No Filings. If a Lender has not included an indication to the effect that it wishes the HMRC DT Treaty Passport scheme to apply to this Agreement in accordance with **Section 5.9.2(h)** above or **Section 5.9.2(o)** below, no Obligor shall file a form DTTP2 or any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's commitment(s) or its participation in any facility made available under this Agreement.

(k) Payment. Obligors shall indemnify, hold harmless and reimburse (within 10 days after demand therefor) Agent, Lenders and Issuing Banks for any Indemnified Taxes or Other Taxes (including those attributable to amounts payable under this Section) paid by Agent, any Lender or any Issuing Bank, with respect to any Obligations of such Borrower's Borrower Group, Letters of Credit of such Borrower's Borrower Group or Loan Documents, whether or not such Taxes were properly asserted by the relevant Governmental Authority, and including all penalties, interest and reasonable expenses relating thereto, as well as any amount that a Lender or an Issuing Bank fails to pay indefeasibly to Agent under **Section 5.10**. A certificate as to the amount of any such payment or liability delivered to Borrower Agent by Agent, or by a Lender or an Issuing Bank (with a copy to Agent), shall be conclusive, absent manifest error. As soon as practicable after any payment of Taxes by any Obligor, Borrower Agent shall deliver to Agent a receipt from the Governmental Authority or other evidence of payment satisfactory to Agent.

(l) Payment by the U.K. Borrowers. **Section 5.9.2(k)** shall not apply:

(i) with respect to any Tax assessed on a Lender or the Agent: (A) under the law of the jurisdiction in which that Lender or the Agent is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Lender or the Agent is treated as resident for tax purposes or (B) under the law of the jurisdiction in which that Lender's or the Agent's lending office is located in respect of amounts received or receivable in that jurisdiction, if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Lender or the Agent; or

(ii) to the extent a loss, liability or cost: (A) is compensated for by an increased payment under **Section 5.9.1** or (B) would have been compensated for by an increased payment under **Section 5.9.1** but was not so compensated solely because one of the exclusions in **Section 5.9.2(a)** applied.

(m) Tax Credit. If the U.K. Borrowers make a payment under **Section 5.9.1** or **Section 5.9.2(k)** (a "U.K. Tax Payment") and either a Lender or the Agent determines that (i) a Tax Credit is attributable either to an increased payment of which that U.K. Tax Payment forms part, or to that U.K. Tax Payment and (ii) that Lender or the Agent has obtained, utilized and retained that Tax Credit, that Lender or the Agent shall pay an amount to the U.K. Borrowers which that Lender or the Agent determines will leave it (after that payment) in the same after-Tax position as it would have been in had the U.K. Tax Payment not been required to be made by the U.K. Borrowers.

(n) New Lenders. Each Lender which becomes a party to this Agreement in the capacity of a U.K./Dutch Lender after the date of this Agreement ("**New Lender**") shall indicate, at the time it becomes a New Lender, on and for the benefit of the Agent and without liability to the U.K. Borrowers, which of the following categories it falls in: (i) not a U.K. Qualified Lender; (ii) a U.K. Qualified Lender (other than a Treaty Lender); or (iii) a Treaty Lender. If a New Lender fails to indicate its status in accordance with this **Section 5.9.2(n)** then such New Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a U.K. Qualified Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the U.K. Borrowers). For the avoidance of doubt, an assignment in accordance with **Section 13.3** shall not be invalidated by any failure of a New Lender to comply with this **Section 5.9.2(n)**.

(o) HMRC DT Treaty Passport schemes – New Lenders. A New Lender that is a Treaty Lender that holds a passport under the HMRC DT Treaty Passport scheme, and which then wishes that scheme to apply to this Agreement, shall include an indication to that effect (for the benefit of the Agent and without liability to any Obligor) in the assignment notice which it executes pursuant to, or in connection with, **Section 13.3** below by including its scheme reference number and its jurisdiction of tax residence in that assignment notice.

(p) Form DTTP2 – New Lenders. Where a New Lender includes the indication described in **Section 5.9.2(o)** above in the relevant assignment notice the U.K. Borrowers shall, to the extent that that New Lender becomes a Lender under a facility which is made available to the U.K. Borrowers pursuant to **Section 2.1** or **Section 2.2**, file a duly completed form DTTP2 in respect of such Lender with HM Revenue & Customs within 30 days of the date of that assignment and shall promptly provide the Lender with a copy of that filing.

5.9.3. FATCA Grandfathering. For purposes of determining withholding Taxes imposed under FATCA, from and after the Third Amended Original Closing Date, the Borrowers and the Agent shall treat (and the Lenders hereby authorize the Agent to treat) this Agreement as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

5.10 Lender Tax Information.

5.10.1. Status of Lenders. Each Lender shall deliver documentation and information to Agent and Borrower Agent, at the times and in form required by Requirements of Law or reasonably requested by Agent or Borrower Agent, sufficient to permit Agent or Borrowers to determine (a) whether or not payments made with respect to Obligations are subject to Taxes, (b) if applicable, the required rate of withholding or deduction, and (c) such Lender’s entitlement to any available exemption from, or reduction of, applicable Taxes for such payments or otherwise to establish such Lender’s status for withholding tax purposes in the applicable jurisdiction.

5.10.2. Documentation. If a Borrower is resident for tax purposes in the United States, any Lender that is a “United States person” within the meaning of section 7701(a)(30) of the Code shall deliver to Agent and Borrower Agent IRS Form W-9 or such other documentation or information prescribed by Requirements of Law or reasonably requested by Agent or Borrower Agent to determine whether such Lender is subject to backup withholding or information reporting requirements. If any Foreign Lender is entitled to any exemption from or reduction of withholding tax for payments with respect to the U.S. Facility Obligations, it shall deliver to Agent and Borrower Agent, on or prior to the date on which it becomes a Lender hereunder (and from time to time thereafter upon request by Agent or Borrower Agent, but only if such Foreign Lender is legally entitled to do so), (a) IRS Form W-8BEN-E claiming eligibility for benefits of an income tax treaty to which the United States is a party; (b) IRS Form W-8ECI; (c) IRS Form W-8IMY and all required supporting documentation; (d) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, IRS Form W-8BEN-E and a certificate showing such Foreign Lender is not (i) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (ii) a “10 percent shareholder” of any Obligor within the meaning of section 881(c)(3)(B) of the Code, or (iii) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code; or (e) any other form prescribed by Requirements of Law as a basis for claiming exemption from or a reduction in withholding tax, together with such supplementary documentation necessary to allow Agent and Borrowers to determine the withholding or deduction required to be made.

5.10.3. Lender Obligations. Each Lender and each Issuing Bank shall promptly notify Borrower Agent and Agent of any change in circumstances that would change any claimed Tax exemption or reduction. Each Lender and each Issuing Bank, in each case severally and not jointly with the other Lenders and/or applicable Issuing Bank, shall indemnify, hold harmless and reimburse (within 10 days after demand therefor) the affected Borrower to which such Lender or such Issuing Bank (as applicable) has issued a Commitment and Agent for any Taxes, losses, claims, liabilities, penalties, interest and expenses (including reasonable attorneys’ fees) incurred by or asserted against such affected Borrower or Agent by any Governmental Authority due to such Lender’s or such Issuing Bank’s failure to deliver, or inaccuracy or deficiency in, any documentation required to be delivered by it pursuant to this

Section. Each Lender and each Issuing Bank authorizes Agent to set off any amounts due to Agent under this Section against any amounts payable to such Lender or such Issuing Bank under any Loan Document.

5.11 Guarantee by Obligors.

5.11.1. Guarantee by U.S. Domiciled Obligors.

(a) Joint and Several Liability. Each U.S. Domiciled Obligor agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to the Secured Parties the prompt payment and performance of, all Obligations and all agreements of each other Obligor under the Loan Documents, except its Excluded Swap Obligations, and that it is a U.S. Facility Guarantor, a Canadian Facility Guarantor, and a U.K./Dutch Facility Guarantor hereunder. Each U.S. Domiciled Obligor agrees that its guaranty or guarantee of obligations as a U.S. Facility Guarantor, a Canadian Facility Guarantor, and a U.K./Dutch Facility Guarantor hereunder, as applicable, constitute a continuing guaranty or guarantee of payment and not of collection, that such obligations shall not be discharged until Full Payment of all Obligations, and that such obligations are absolute and unconditional, irrespective of (a) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or Loan Document, or any other document, instrument or agreement to which any Obligor is or may become a party or be bound; (b) the absence of any action to enforce this Agreement (including this Section) or any other Loan Document, or any waiver, consent or indulgence of any kind by any Secured Party with respect thereto; (c) the existence, value or condition of, or failure to perfect a Lien or to preserve rights against, any security or guaranty or guarantee for the Obligations or any action, or the absence of any action, by any Secured Party in respect thereof (including the release of any security or guaranty or guarantee); (d) the insolvency of any Obligor under the Requirements of Law of its jurisdiction; (e) any election by Agent or any Lender in an Insolvency Proceeding for the application of Section 1111(b)(2) of the U.S. Bankruptcy Code or similar provision of other Debtor Relief Laws or other Requirements of Law; (f) any borrowing or grant of a Lien by any other Obligor, as debtor-in-possession under Section 364 of the U.S. Bankruptcy Code, under other Debtor Relief Laws or other Requirements of Law or otherwise; (g) the disallowance of any claims of any Secured Party against any Obligor for the repayment of any Obligations under Section 502 of the U.S. Bankruptcy Code, under other Debtor Relief Laws or other Requirements of Law or otherwise; (h) any Debtor Relief Law or other insolvency, debtor relief or debt adjustment law; (i) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of any Obligor or any other person; (j) any merger, amalgamation or consolidation of any Obligor with any person or persons; (k) the occurrence of any change in the laws, rules, regulations or ordinances of any jurisdiction or by any present or future action of any governmental body or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the Obligations under the Loan Documents; (l) the existence of any claim, set-off, compensation or other rights which any Obligor may have at any time against any other Obligor or any other person, or which any Obligor may have at any time against the Secured Parties, whether in connection with the Loan Documents or otherwise; or (m) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except Full Payment of all Obligations.

(b) Waivers.

(i) Each U.S. Domiciled Obligor expressly waives all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel Agent or Lenders to marshal assets or to proceed against any Obligor, other Person or security for the payment or performance of any Obligations before, or as a condition to, proceeding against such Obligor. Each U.S. Domiciled Obligor waives all defenses available to a surety, guarantor or accommodation co-obligor other than Full Payment of all Obligations. It is agreed among each U.S. Domiciled Obligor, Agent and Lenders that the provisions of this **Section 5.11** are of the essence of the transaction contemplated by the Loan Documents and that, but for such provisions, Agent and Lenders would decline to make Loans and issue Letters of Credit. Each U.S. Domiciled Obligor acknowledges that its guaranty pursuant to this Section is necessary to the conduct and promotion of its business, and can be expected to benefit such business.

(ii) Agent and Lenders may, in their discretion, pursue such rights and remedies as they deem appropriate, including realization upon Collateral (including any Real Estate owned by any Obligor) by judicial foreclosure or non-judicial sale or enforcement, without affecting any rights and remedies under this **Section 5.11**. If, in taking any action in connection with the exercise of any rights or remedies, Agent or any Lender shall forfeit any other rights or remedies, including the right to enter a deficiency judgment against any U.S. Domiciled Obligor or other Person, whether because of any Requirements of Law pertaining to “election of remedies” or otherwise, each U.S. Domiciled Obligor consents to such action and waives any claim based upon it, even if the action may result in loss of any rights of subrogation that any U.S. Domiciled Obligor might otherwise have had. Any election of remedies that results in denial or impairment of the right of Agent or any Lender to seek a deficiency judgment against any U.S. Domiciled Obligor shall not impair any other U.S. Domiciled Obligor’s obligation to pay the full amount of the Obligations. Each U.S. Domiciled Obligor waives all rights and defenses arising out of an election of remedies, such as nonjudicial foreclosure with respect to any security for the Obligations, even though that election of remedies destroys such U.S. Domiciled Obligor’s rights of subrogation against any other Person. Agent may bid all or a portion of the Obligations at any foreclosure or trustee’s sale or at any private sale, and the amount of such bid need not be paid by Agent but shall be credited against the Obligations. The amount of the successful bid at any such sale, whether Agent or any other Person is the successful bidder, shall be conclusively deemed to be the fair market value of the Collateral, and the difference between such bid amount and the remaining balance of the applicable Obligations shall be conclusively deemed to be the amount of the applicable Obligations guaranteed under this **Section 5.11**, notwithstanding that any present or future law or court decision may have the effect of reducing the amount of any deficiency claim to which Agent or any Lender might otherwise be entitled but for such bidding at any such sale.

(c) Extent of Liability; Contribution.

(i) Notwithstanding anything herein to the contrary, each U.S. Domiciled Obligor’s liability under this **Section 5.11** shall be limited to the greater of (i) all amounts for which such U.S. Domiciled Obligor is primarily liable, as described below, and (ii) such U.S. Domiciled Obligor’s Allocable Amount.

(ii) If any U.S. Domiciled Obligor makes a payment under this **Section 5.11** of any Obligations (other than amounts for which such U.S. Domiciled Obligor is primarily liable) (a “Guarantor Payment”) that, taking into account all other Guarantor Payments previously or concurrently made by any other U.S. Domiciled Obligor, exceeds the amount that such U.S. Domiciled Obligor would otherwise have paid if each U.S. Domiciled Obligor had paid the aggregate Obligations satisfied by such Guarantor Payments in the same proportion that such U.S. Domiciled Obligor’s Allocable Amount bore to the total Allocable Amounts of all U.S. Domiciled Obligors, then such U.S. Domiciled Obligor shall be entitled to receive contribution and indemnification payments from, and to be reimbursed by, each other U.S. Domiciled Obligor for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment. The “Allocable Amount” for any U.S. Domiciled Obligor shall be the maximum amount that could then be recovered from such U.S. Domiciled Obligor under this **Section 5.11** without rendering such payment voidable under Section 548 of the U.S. Bankruptcy Code or under any similar applicable fraudulent transfer or conveyance Requirements of Law, or the Requirements of Law in Canada or any province or territory thereof, or in England.

(iii) Each U.S. Domiciled Obligor that is a Qualified ECP when its guaranty of or grant of Lien as security for a Swap Obligation becomes effective hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide funds or other support to each other U.S. Domiciled Obligor that is a Specified Obligor with respect to such Swap Obligation as may be needed by such Specified Obligor from time to time to honor all of its obligations under the Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP’s obligations and undertakings under this **Section 5.11** voidable under any

applicable fraudulent transfer or conveyance act). The obligations and undertakings of each Qualified ECP under this Section shall remain in full force and effect until Full Payment of all Obligations. Each U.S. Domiciled Obligor intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a “keepwell, support or other agreement” for the benefit of, each Obligor for all purposes of the Commodity Exchange Act.

5.11.2. Guarantee by Canadian Domiciled Obligors and U.K./Dutch Domiciled Obligors.

(a) **Joint and Several Liability.** Each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to the Secured Parties the prompt payment and performance of, all Canadian Facility Obligations, U.K./Dutch Facility Obligations, and all agreements of each other Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor under the Loan Documents, except its Excluded Swap Obligations, and that it is a Canadian Facility Guarantor and a U.K./Dutch Facility Guarantor hereunder. Each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor agrees that its guaranty or guarantee of obligations as a Canadian Facility Guarantor and a U.K./Dutch Facility Guarantor hereunder, as applicable, constitute a continuing guaranty or guarantee of payment and not of collection, that such obligations shall not be discharged until Full Payment of all Obligations, and that such obligations are absolute and unconditional, irrespective of (a) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or Loan Document, or any other document, instrument or agreement to which any Obligor is or may become a party or be bound; (b) the absence of any action to enforce this Agreement (including this Section) or any other Loan Document, or any waiver, consent or indulgence of any kind by any Secured Party with respect thereto; (c) the existence, value or condition of, or failure to perfect a Lien or to preserve rights against, any security or guaranty or guarantee for the Obligations or any action, or the absence of any action, by any Secured Party in respect thereof (including the release of any security or guaranty or guarantee); (d) the insolvency of any Obligor; (e) any election by Agent or any Lender in an Insolvency Proceeding for the application of Section 1111(b)(2) of the U.S. Bankruptcy Code or similar provision of other Requirements of Law; (f) any borrowing or grant of a Lien by any other Obligor, as debtor-in-possession under Section 364 of the U.S. Bankruptcy Code, under other Requirements of Law or otherwise; (g) the disallowance of any claims of any Secured Party against any Obligor for the repayment of any Obligations under Section 502 of the U.S. Bankruptcy Code, under other Requirements of Law or otherwise; (h) any other insolvency, debtor relief or debt adjustment law (whether state, provincial, federal or foreign, including the Bankruptcy and Insolvency Act (Canada), the Companies’ Creditors Arrangement Act (Canada), and the Insolvency Act 1986 of England and the Enterprise Act 2002 of England); (i) any change in the ownership, control, name, objects, businesses, assets, capital structure or constitution of any Obligor or any other person; (j) any merger, amalgamation or consolidation of any Obligor with any person or persons; (k) the occurrence of any change in the laws, rules, regulations or ordinances of any jurisdiction or by any present or future action of any governmental body or court amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the Obligations under the Loan Documents; (l) the existence of any claim, set-off, compensation or other rights which any Obligor may have at any time against any other Obligor or any other person, or which any Obligor may have at any time against the Secured Parties, whether in connection with the Loan Documents or otherwise; or (m) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except Full Payment of all Obligations.

(b) **Waivers.**

(i) Each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor expressly waives all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel Agent or Lenders to marshal assets or to proceed against any Obligor, other Person or security for the payment or performance of any Obligations before, or as a condition to, proceeding against such Obligor. Each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor waives all defenses available to a surety, guarantor or accommodation co-obligor other than Full Payment of all Obligations. It is agreed among each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor, Agent and Lenders that the provisions of this **Section 5.11** are of the essence of the transaction contemplated by the Loan Documents and that, but for such provisions, Agent and Lenders would decline to make Loans

and issue Letters of Credit. Each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor acknowledges that its guaranty pursuant to this Section is necessary to the conduct and promotion of its business, and can be expected to benefit such business.

(ii) Agent and Lenders may, in their discretion, pursue such rights and remedies as they deem appropriate, including realization upon Collateral (including any Real Estate owned by any Obligor) by judicial foreclosure or non-judicial sale or enforcement, without affecting any rights and remedies under this **Section 5.11**. If, in taking any action in connection with the exercise of any rights or remedies, Agent or any Lender shall forfeit any other rights or remedies, including the right to enter a deficiency judgment against any Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor or other Person, whether because of any Requirements of Law pertaining to “election of remedies” or otherwise, each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor consents to such action and waives any claim based upon it, even if the action may result in loss of any rights of subrogation that any Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor might otherwise have had. Any election of remedies that results in denial or impairment of the right of Agent or any Lender to seek a deficiency judgment against any Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor shall not impair any other Canadian Domiciled Obligor’s or U.K./Dutch Domiciled Obligor’s obligation to pay the full amount of the Obligations it is jointly and severally liable for and has guaranteed under the Loan Documents. Each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor waives all rights and defenses arising out of an election of remedies, such as nonjudicial foreclosure with respect to any security for the Obligations, even though that election of remedies destroys such Canadian Domiciled Obligor’s or U.K./Dutch Domiciled Obligor’s rights of subrogation against any other Person. Agent may bid all or a portion of the Obligations at any foreclosure or trustee’s sale or at any private sale, and the amount of such bid need not be paid by Agent but shall be credited against the Obligations. The amount of the successful bid at any such sale, whether Agent or any other Person is the successful bidder, shall be conclusively deemed to be the fair market value of the Collateral, and the difference between such bid amount and the remaining balance of the applicable Obligations shall be conclusively deemed to be the amount of the applicable Obligations guaranteed under this **Section 5.11**, notwithstanding that any present or future law or court decision may have the effect of reducing the amount of any deficiency claim to which Agent or any Lender might otherwise be entitled but for such bidding at any such sale.

(c) Extent of Liability; Contribution.

(i) Notwithstanding anything herein to the contrary, each Canadian Domiciled Obligor’s and U.K./Dutch Domiciled Obligor’s liability under this **Section 5.11** shall be limited to the greater of (i) all amounts for which such Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor is primarily liable, as described below, and (ii) such Canadian Domiciled Obligor’s and U.K./Dutch Domiciled Obligor’s U.K./Canadian Allocable Amount.

(ii) If any Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor makes a payment under this **Section 5.11** of any Obligations (other than amounts for which such Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor is primarily liable) (a “U.K./Canadian Guarantor Payment”) that, taking into account all other U.K./Canadian Guarantor Payments previously or concurrently made by any other Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor, exceeds the amount that such Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor would otherwise have paid if each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor had paid the aggregate Obligations satisfied by such U.K./Canadian Guarantor Payments in the same proportion that such Canadian Domiciled Obligor’s or U.K./Dutch Domiciled Obligor’s U.K./Canadian Allocable Amount bore to the total U.K./Canadian Allocable Amounts of all Canadian Domiciled Obligor’s and U.K./Dutch Domiciled Obligor’s, then such Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor shall be entitled to receive contribution and indemnification payments from, and to be reimbursed by, each other Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor for the amount of such excess, pro rata based upon their respective U.K./Canadian Allocable Amounts in effect immediately prior to such U.K./Canadian Guarantor Payment. The “U.K./Canadian Allocable Amount” for any Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor shall be the

maximum amount that could then be recovered from such Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor under this **Section 5.11** without rendering such payment voidable under Section 548 of the U.S. Bankruptcy Code or under any similar applicable fraudulent transfer or conveyance Requirements of Law, or the Requirements of Law in Canada or any province or territory thereof, or in England.

(iii) Each Canadian Domiciled Obligor and each U.K./Dutch Domiciled Obligor that is a Qualified ECP when its guaranty of or grant of Lien as security for a Swap Obligation becomes effective hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide funds or other support to each Canadian Domiciled Obligor and U.K./Dutch Domiciled Obligor that is a Specified Obligor with respect to such Swap Obligation as may be needed by such Specified Obligor from time to time to honor all of its obligations under the Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP's obligations and undertakings under this **Section 5.11** voidable under any applicable fraudulent transfer or conveyance act). The obligations and undertakings of each Qualified ECP under this Section shall remain in full force and effect until Full Payment of all Obligations. Each Canadian Domiciled Obligor and each U.K./Dutch Domiciled Obligor intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support or other agreement" for the benefit of, each Obligor for all purposes of the Commodity Exchange Act.

5.11.3. No Limitation. Nothing contained in this **Section 5.11** shall limit the liability of any Obligor to pay Loans made directly or indirectly to that Obligor (including Loans advanced to any other Obligor and then re-loaned or otherwise transferred to, or for the benefit of, such Obligor), LC Obligations relating to Letters of Credit issued to support such Obligor's business, and all accrued interest, fees, expenses and other related Obligations with respect thereto, for which such Obligor shall be primarily liable for all purposes hereunder. Agent and Lenders shall have the right, at any time in their discretion, to condition Loans and Letters of Credit upon a separate calculation of borrowing availability for each Borrower and to restrict the disbursement and use of such Loans and Letters of Credit to such Borrower.

5.11.4. Joint Enterprise. Each Obligor has requested that Agent and Lenders make the credit facilities available to the applicable Borrowers on a combined basis, in order to finance Borrowers' business most efficiently and economically. Obligor's business is a mutual and collective enterprise, and the successful operation of each Obligor is dependent upon the successful performance of the integrated group. The Obligor believes that the credit facilities provided to the applicable Borrowers under this Agreement will enhance the borrowing power of each Borrower and ease administration of such credit facilities, all to their mutual advantage. Obligor acknowledges that Agent's and Lenders' willingness to extend credit and to administer the Collateral as provided under the Loan Documents is done solely as an accommodation to Obligor and at Obligor's request.

5.11.5. California Waivers.

(a) Notwithstanding anything to the contrary set forth in this Agreement or any of the Loan Documents, each of the Obligor hereby understands and acknowledges that if Agent forecloses judicially or nonjudicially against any Collateral consisting of Real Estate located in California for the Obligations, that foreclosure could impair or destroy any ability that the Obligor may have to seek reimbursement, contribution, or indemnification from one another based on any right any Obligor may have of subrogation, reimbursement, contribution, or indemnification for any amounts paid by the Obligor under this Agreement. Each of the Obligor further understands and acknowledges that in the absence of this paragraph, such potential impairment or destruction of the Obligor's rights, if any, may entitle the Obligor to assert a defense to this Agreement based on Section 580d of the California Code of Civil Procedure as interpreted in Union Bank v. Gradsy, 265 Cal. App. 2d 40 (1968). By executing this Agreement, each Obligor freely, irrevocably, and unconditionally: (i) waives and relinquishes that defense and agrees that the Obligor will be fully liable under this Agreement even though Agent may foreclose, either by judicial foreclosure or by exercise of power of sale, any deed of trust securing the Obligations; (ii) agrees that the Obligor will not assert that defense in any action or proceeding which

Agent may commence to enforce this Agreement or any other Loan Document; (iii) acknowledges and agrees that the rights and defenses waived by the Obligors in this Agreement include any right or defense that the Obligors may have or be entitled to assert based upon or arising out of any one or more of Sections 580a, 580b, 580d, or 726 of the California Code of Civil Procedure or Section 2848 of the California Civil Code; and (iv) acknowledges and agrees that Agent and the Lenders are relying on this waiver in creating the Obligations, and that this waiver is a material part of the consideration which Agent and the Lenders are receiving for creating the Obligations.

(b) Each of the Obligors waives all rights and defenses that each Obligor may have because of any of the Obligations is secured by Real Estate. This means, among other things: (i) Agent may collect from the Obligors without first foreclosing on any real or personal property collateral pledged by the Obligors; and (ii) if Agent forecloses on any Collateral consisting of Real Estate pledged by the Obligors: (A) the amount of the Obligations may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price, and (B) Agent may collect from the Obligors even if Agent, by foreclosing on the Collateral consisting of Real Estate, has destroyed any right the Obligors may have to collect from one another. This is an unconditional and irrevocable waiver of any rights and defenses the Obligors may have because any of the Obligations are secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure.

(c) Each of the Obligors waives any right or defense it may have at law or equity, including California Code of Civil Procedure Section 580a, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure.

5.11.6. Subordination. Each Obligor hereby subordinates any claims, including any rights at law or in equity to payment, subrogation, reimbursement, exoneration, contribution, indemnification or set off, that it may have at any time against any other Obligor, howsoever arising, to the Full Payment of all Obligations.

5.11.7. [Reserved].

5.11.8. U.K. Limitations. The guarantees under this **Section 5.11** shall not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 and, with respect to any U.K. Subsidiary, is subject to any limitations set out in any Joinder Agreement applicable to such U.K. Subsidiary.

5.12 Currency Matters. Dollars are the currency of account and payment for each and every sum at any time due from Borrowers hereunder unless otherwise specifically provided in this Agreement, any other Loan Document or otherwise agreed to by Agent. The parties hereto hereby agree as follows:

(a) Each repayment of a Loan or LC Obligation or a part thereof shall be made in the currency in which such Loan or LC Obligation is denominated at the time of that repayment;

(b) Each payment of interest shall be made in the currency in which the principal or other sum in respect of which such interest is denominated;

(c) Each payment of fees by any Borrower pursuant to **Section 3.2** shall be in Dollars;

(d) Each payment in respect of Extraordinary Expenses and any other costs, expenses and indemnities shall be made in the currency in which the same were incurred by the party to whom payment is to be made;

(e) Any amount expressed to be payable in Canadian Dollars shall be paid in Canadian Dollars;

- (f) Any amount expressed to be payable in British Pounds shall be paid in British Pounds;
- (g) [Reserved]; and
- (h) Any amount expressed to be payable in Euros shall be paid in Euros.

No payment to any Credit Party (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Obligor in respect of which it was made unless and until such Credit Party shall have received Full Payment in the currency in which such obligation or liability is payable pursuant to the above provisions of this **Section 5.12**. To the extent that the amount of any such payment shall, on actual conversion into such currency, be less than the full amount of such obligation or liability (actual or contingent) expressed in that currency, such Obligor (together with the other Obligors who are liable thereunder or obligated therefor) agrees to indemnify and hold harmless such Credit Party with respect to the amount of such deficiency, with such indemnity surviving the termination of this Agreement and any legal proceeding, judgment or court order pursuant to which the original payment was made which resulted in such deficiency. To the extent that the amount of any such payment to a Credit Party shall, upon an actual conversion into such currency, exceed such obligation or liability, actual or contingent, expressed in that currency, such Credit Party shall return such excess to the Borrower Agent.

5.13 Currency Fluctuations. On each Business Day or such other date determined by Agent (the “Calculation Date”), Agent shall determine the Exchange Rate as of such date. The Exchange Rate so determined shall become effective on the first Business Day immediately following such determination (a “Reset Date”) and shall remain effective until the next succeeding Reset Date. On each Reset Date, Agent shall determine the Dollar Equivalent of the Canadian Revolver Exposure and the U.K./Dutch Revolver Exposure. If, on any Reset Date: (a) the Total Revolver Exposure exceeds the total amount of the Revolver Commitments on such date, (b) the Canadian Revolver Exposure on such date exceeds the lesser of the Canadian Borrowing Base or the Canadian Revolver Commitments on such date, (c) [reserved], (d) the U.K./Dutch Revolver Exposure on such date exceeds the lesser of the U.K./Dutch Borrowing Base or the U.K./Dutch Revolver Commitments on such date (in any case, the amount of any such excess referred to herein as the “Excess Amount”) then (i) Agent shall give notice thereof to Borrower Agent and Lenders and (ii) within one (1) Business Day thereafter, Borrowers shall cause such excess to be eliminated, either by repayment of Revolver Loans or depositing of Cash Collateral with Agent with respect to LC Obligations and until such Excess Amount is repaid, Lenders shall not have any obligation to make any Loans and the Issuing Banks shall not have any obligation to issue any Letters of Credit.

Section 6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to Effectiveness and Loans. In addition to the conditions set forth in **Section 6.2**, this Agreement shall not become effective and Agent, the Issuing Banks and the Lenders shall not be required to fund any requested Loans, issue any Letter of Credit for the benefit of the Borrowers or otherwise extend credit to the Borrowers hereunder, until the date (“Closing Date”) that each of the following conditions has been satisfied:

- (a) Notes shall have been executed by each Borrower and delivered to each Applicable Lender that requests issuance of a Note. Each other Loan Document to which any Obligor is a party shall have been duly executed and delivered to Agent by each of the signatories thereto, and each such Obligor shall be in compliance with all terms thereof.
- (b) U.S. Borrowers shall have paid all fees and expenses to be paid to Agent and Lenders on the Closing Date.
- (c) Agent shall have received certificates, in form and substance satisfactory to it, from a knowledgeable Responsible Officer of each Obligor certifying that, after giving effect to the initial

Loans and transactions hereunder, (i) such Obligor is Solvent; (ii) no Default or Event of Default exists; (iii) the representations and warranties set forth in **Section 9** are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof); and (iv) such Obligor has complied with all agreements and conditions to be satisfied by it under the Loan Documents to which such Obligor is a party.

(d) Agent shall have received a certificate of a duly authorized officer of each Obligor certifying (i) that attached copies of such Obligor's Organizational Documents are true and complete, and in full force and effect, without amendment except as shown; (ii) that an attached copy of resolutions authorizing execution and delivery of the Loan Documents to which such Obligor is a party is true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with respect to this credit facility; and (iii) to the title, name and signature of each Person authorized to sign the Loan Documents to which such Obligor is a party. Agent may conclusively rely on this certificate until it is otherwise notified by the applicable Obligor in writing.

(e) Agent shall have received written opinions of (i) Latham Watkins LLP, in its capacity as special New York, Delaware, Texas and California counsel for the Obligors, (ii) Dentons Durham Jones Pinegar P.C., in its capacity as special Utah counsel for the Obligors, (iii) McMillan LLP, in its capacity as special Canadian counsel for the Obligors, and (iv) Norton Rose Fulbright LLP, in its capacity as special U.K. and Dutch counsel for Agent, in each case in form and substance reasonably satisfactory to Agent.

(f) Agent shall have received good standing certificates for each Obligor (other than the U.K./Dutch Domiciled Obligors), issued by the Secretary of State or other appropriate official of such Obligor's jurisdiction of organization.

(g) There shall exist no action, suit, investigation, litigation or proceeding pending or threatened in any court or before any arbitrator or governmental instrumentality that in Agent's judgment (i) could reasonably be expected to have a material adverse effect on any Obligor's business, assets, properties, liabilities, operations, condition or prospects, or could materially impair any Obligor's ability to perform its payment obligations satisfactorily under this Agreement and the other Loan Documents; or (ii) could reasonably be expected to materially and adversely affect this Agreement or the transactions contemplated hereby.

(h) (i) all PPSA and other Lien filings or recordings necessary to perfect Agent's Liens on the Collateral of each signatory to the Canadian Security Agreement shall have been filed, and (ii) Agent shall have received PPSA and Lien searches and other evidence satisfactory to Agent that such Liens are the only Liens upon the Collateral of each signatory to the Canadian Security Agreement (including estoppel letters), except Permitted Liens.

(i) In respect of each company incorporated in the United Kingdom whose shares are the subject of a Lien in favor of the Agent (a "Charged Company"), either (i) a certificate of an authorised signatory of U.K. Holdings certifying that (A) Parent and each of its Subsidiaries have complied within the relevant timeframe with any notice they have received pursuant to Part 21A of the Companies Act 2006 from a Charged Company; and (B) no "warning notice" or "restrictions notice" (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of those shares, together with a copy of the "PSC register" (within the meaning of section 790C(10) of the Companies Act 2006) of that Charged Company, which, is certified by an authorised signatory of U.K. Holdings to be correct, complete and not amended or superseded as at a date no earlier than the date of this Agreement; or (ii) a certificate of an authorised signatory of U.K. Holdings certifying that such Charged Company is not required to comply with Part 21A of the Companies Act 2006.

(j) Each Obligor shall have provided, in form and substance satisfactory to Agent, Issuing Banks and Lenders, all documentation and other information as Agent or any Lender deems appropriate in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the Patriot Act, Beneficial Ownership Regulation and the AML Legislation. If any

Obligor qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, it shall have provided a Beneficial Ownership Certification to Agent, Issuing Banks and Lenders in relation to such Obligor.

(k) Refinancing. After giving effect to the Transactions, the Parent and its Restricted Subsidiaries shall have outstanding no indebtedness for borrowed money or preferred stock other than (a) the obligations under the Term Loan Documents, (b) the Obligations, (c) the Convertible Notes, (d) the Japan ABL Facility, (e) ~~Topgolf Location Indebtedness~~ reserved, and (f) other indebtedness for borrowed money incurred in the ordinary course of business (including Capital Lease obligations, ~~Specified Capital Lease Obligations~~, obligations in respect of any construction advance, operating lease liability, any finance lease liability, any deemed landlord financing liability and/or any capitalized rent).

(l) Perfection Certificate. The Agent (or its counsel) shall have received a completed Perfection Certificate dated the Closing Date and signed by a Responsible Officer of each U.S. Domiciled Obligor and Canadian Domiciled Obligor, together with all attachments contemplated thereby.

6.2 Conditions Precedent to All Credit Extensions. Agent, Issuing Banks and Lenders shall not be required to fund any Loans, arrange for issuance of any Letters of Credit or grant any other accommodation to or for the benefit of Borrowers, unless the following conditions are satisfied:

(a) No Default or Event of Default shall exist at the time of, or result from, such funding, issuance or grant;

(b) The representations and warranties of each Obligor in the Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on the date of, and upon giving effect to, such funding, issuance or grant (except for representations and warranties that expressly relate to an earlier date);

(c) All conditions precedent in any other Loan Document shall be satisfied; and

(d) With respect to issuance of a Letter of Credit, the LC Conditions shall be satisfied.

Each request (or deemed request) by Borrower Agent or any Borrower for funding of a Loan, issuance of a Letter of Credit or grant of an accommodation shall constitute a representation by Borrowers that the foregoing conditions are satisfied on the date of such request and on the date of such funding, issuance or grant.

Section 7. COLLATERAL

7.1 Grant of Security Interest

7.1.1. (a) To secure the prompt payment and performance of all Obligations (including, without limitation, all Obligations of the Guarantors), each U.S. Domiciled Obligor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all Property of such Obligor, in which such Obligor has rights, or the power to transfer rights, including all of the following Property of such Obligor, whether now or in the future, and wherever located:

(i) all Accounts;

(ii) all Goods, including Inventory, Equipment and fixtures;

(iii) all Deposit Accounts (including all cash, cash equivalents, financial assets, negotiable instruments and other evidence of payment, and other funds on deposit therein or credited thereto);

- (iv) all securities accounts (including any and all Investment Property held therein or credited thereto);
- (v) all General Intangibles, including Intellectual Property (including the right to sue and recover for any and all past, present or future infringements of, violations of, dilution of or other damages or injuries to any Intellectual Property);
- (vi) all monies, whether or not in the possession or under the control of Agent, a Lender, or a bailee or Affiliate of Agent or a Lender, and any Cash Collateral;
- (vii) all Supporting Obligations;
- (viii) all Instruments, Documents and Chattel Paper;
- (ix) all Investment Property
- (x) all Letters of Credit (as defined in the UCC) and Letter-of-Credit Rights;
- (xi) all Commercial Tort Claims, including those shown on **Schedule 9.1.20**;
- (xii) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any of the Property described in this **Section 7.1.1(a)** (the “Proceeds”); and
- (xiii) all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) pertaining to any of the Property described in this **Section 7.1.1(a)**.

(xiv) Notwithstanding anything to the contrary contained in clauses (i) through (xiii) above, the security interest granted by the U.S. Domiciled Obligors pursuant to this Agreement shall not extend to, and the “Collateral” of the U.S. Domiciled Obligors shall not include, any Excluded Property. Notwithstanding any other provision of this Section 7, no representation, warranty, covenant or other provision of this Section 7 shall apply to (nor shall be required to be satisfied with respect to) any Excluded Property.

7.1.2. (b) To secure the prompt payment and performance of all Canadian Facility Obligations (including, without limitation, all Canadian Facility Obligations of each Canadian Facility Guarantor), each Canadian Domiciled Obligor hereby grants to Agent, for the benefit of the Canadian Facility Secured Parties and the U.K./Dutch Facility Secured Parties a continuing security interest in and Lien upon all of the following Property of such Obligor, in which such Obligor has rights, or the power to transfer rights, whether now or in the future, and wherever located:

- (i) all Accounts;
- (ii) all Inventory;
- (iii) all Deposit Accounts (including all cash, cash equivalents, financial assets, negotiable instruments and other evidence of payment, and other funds on deposit therein or credited thereto);
- (iv) all securities accounts (including any and all Investment Property held therein or credited thereto);

(v) all Intellectual Property (including the right to sue and recover for any and all past, present or future infringements of, violations of, dilution of or other damages or injuries to any Intellectual Property);

(vi) all monies, whether or not in the possession or under the control of Agent, a Lender, or a bailee or Affiliate of Agent or a Lender that were derived from or consist of any of the Property described in this **Section 7.1.1(b)**, and any Cash Collateral;

(vii) all Supporting Obligations of any of the Property described in this **Section 7.1.1(b)**;

(viii) all Instruments, Documents and Chattel Paper, in each case only to the extent evidencing or governing any of the Property described in this **Section 7.1.1(b)**;

(ix) all accessions to, substitutions for, and all replacements, products, and cash and non-cash proceeds of the foregoing, including proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage or destruction of any of the Property described in this **Section 7.1.1(b)** (the “Proceeds”); and

(x) all books and records (including customer lists, files, correspondence, tapes, computer programs, print-outs and computer records) pertaining to any of the Property described in this **Section 7.1.1(b)**, and any General Intangibles to the extent evidencing or governing any of the Property described in this **Section 7.1.1(b)**.

Notwithstanding anything to the contrary contained in clauses (i) through (x) above, the security interest granted by the Canadian Domiciled Obligors pursuant to this Agreement shall not extend to, and the “Collateral” of the Canadian Domiciled Obligors shall not include, any Excluded Property.

7.2 Lien on Deposit Accounts; Cash Collateral.

7.2.1. Deposit Accounts. To further secure the prompt payment and performance of: (i) all Obligations (including, without limitation, all Obligations of the Guarantors), each U.S. Domiciled Obligor hereby grants to Agent, for the benefit of the Secured Parties, and (ii) all Canadian Facility Obligations (including, without limitation, all Canadian Facility Obligations of each Canadian Facility Guarantor), each Canadian Domiciled Obligor hereby grants to Agent, for the benefit of the Canadian Facility Secured Parties and the U.K./Dutch Facility Secured Parties, in each case of clauses (i) and (ii), a continuing security interest in and Lien on all amounts credited to any Deposit Account of such Obligor, including any sums in any blocked or lockbox accounts or in any accounts into which such sums are swept (other than any Excluded Property). Each Obligor hereby authorizes and directs each bank or other depository to deliver to Agent, upon request, all balances in any Deposit Account maintained by such Obligor (other than any Excluded Property), without inquiry into the authority or right of Agent to make such request.

7.2.2. Cash Collateral.

(a) Any Cash Collateral may be invested, at Agent’s discretion (and with the consent of Borrowers, as long as no Event of Default exists), but Agent shall have no duty to do so, regardless of any agreement or course of dealing with any Obligor, and shall have no responsibility for any investment or loss. To further secure the prompt payment and performance of all: (i) Obligations (including, without limitation, all Obligations of the Guarantors), each U.S. Domiciled Obligor hereby grants to Agent, for the benefit of the Secured Parties, (ii) Canadian Facility Obligations (including, without limitation, all Canadian Facility Obligations of each Canadian Facility Guarantor), each Canadian Domiciled Obligor hereby grants to Agent, for the benefit of the Canadian Facility Secured Parties and the U.K./Dutch Facility Secured Parties, (iii) [reserved], and (iv) U.K./Dutch Facility Obligations (including, without limitation, all U.K./Dutch Facility Obligations of each U.K./Dutch Facility Guarantor), each U.K./Dutch Domiciled Obligor hereby grants to Agent, for the benefit of the U.K./Dutch Facility Secured Parties and the Canadian Facility Secured Parties, in each case of clauses (i) through (iv), a continuing security

interest in and Lien on all Cash Collateral held from time to time and all proceeds thereof, whether such Cash Collateral is held in a Cash Collateral Account or elsewhere.

(b) Agent may apply Cash Collateral of a U.S. Domiciled Obligor to the payment of any Obligations, may apply Cash Collateral of a Canadian Domiciled Obligor to the payment of any Canadian Facility Obligations, and may apply Cash Collateral of a U.K./Dutch Domiciled Obligor to the payment of any U.K./Dutch Facility Obligations, in each case, in such order as Agent may elect, as they become due and payable. Each Cash Collateral Account and all Cash Collateral shall be under the sole dominion and control of Agent.

(c) No U.S. Domiciled Obligor or other Person claiming through or on behalf of any U.S. Domiciled Obligor shall have any right to any Cash Collateral, until Full Payment of all Obligations. No Canadian Domiciled Obligor or other Person claiming through or on behalf of any Canadian Domiciled Obligor shall have any right to any Cash Collateral, until Full Payment of all Canadian Facility Obligations. No U.K./Dutch Domiciled Obligor or other Person claiming through or on behalf of any U.K./Dutch Domiciled Obligor shall have any right to any Cash Collateral, until Full Payment of all U.K./Dutch Facility Obligations.

7.3 [Reserved].

7.4 Other Collateral.

7.4.1. Commercial Tort Claims. U.S. Borrowers shall promptly notify Agent in writing if any U.S. Domiciled Obligor has a Commercial Tort Claim (other than a Commercial Tort Claim for less than \$10,000,000), shall promptly amend **Schedule 9.1.20** to include such claim, and shall take such actions as Agent reasonably deems appropriate to subject such claim to a duly perfected, first priority (subject to the terms of the Intercreditor Agreement) Lien in favor of Agent.

7.4.2. Certain After-Acquired Collateral. In each case, subject to the Intercreditor Agreement and any other applicable intercreditor agreement entered into in accordance with the terms hereof, and excluding Excluded Property:

(a) If after the Closing Date, any indebtedness for borrowed money from any person other than any Obligor to any Obligor shall be evidenced by any Instrument (other than a check to be deposited) or Tangible Chattel Paper, in each case, constituting Collateral and having a face amount exceeding \$10,000,000, the Obligor acquiring such Instrument or Tangible Chattel Paper shall promptly (but in any event within the later of (x) thirty (30) days after receipt thereof or (y) the next date of delivery of financial statements pursuant to **Sections 10.1.1(a)** or **(b)**, or such longer time as Agent shall permit in its reasonable discretion) endorse, assign and deliver the same to Agent, accompanied by such instruments of transfer or assignment duly executed in blank as Agent may from time to time specify.

(b) If any Obligor is at any time a beneficiary under a Letter of Credit constituting Collateral now or hereafter issued, such Obligor shall promptly notify Agent thereof and such Obligor shall, at the request of Agent, pursuant to an agreement in form and substance reasonably satisfactory to Agent, use commercially reasonable efforts to either (i) arrange for the issuer and any confirmer of such Letter of Credit to consent to an assignment to Agent of the proceeds of any drawing under such Letter of Credit or (ii) arrange for Agent to become the transferee beneficiary of such Letter of Credit, with Agent agreeing, in each case, that, during the continuance of an Event of Default, the proceeds of any drawing under the Letter of Credit are to be applied as provided herein. The actions in the preceding sentence shall not be required to the extent that the amount of any such Letter of Credit does not exceed \$10,000,000.

(c) If any Obligor shall at any time after the Closing Date obtain any interest in Collateral consisting of Intellectual Property, the provisions hereof shall automatically apply thereto and any such Intellectual Property shall automatically constitute Collateral as if such Intellectual Property would have constituted Collateral at the time of execution of this Agreement and be subject to the Lien and security interest created by this Agreement without further action by any party. Such Obligor shall promptly (and in any event no later than the later of (x) ninety (90) days or (y) the next date of delivery of financial statements pursuant to **Sections 10.1.1(a)** or **(b)** or such longer period as Agent may permit in its

reasonable discretion) provide to Agent written notice of any of the foregoing Collateral consisting of registrations of or applications for U.S. and Canadian Patents, Trademarks and/or Copyrights, and confirm the attachment of the Lien and security interest created by this Agreement to any such interest in Intellectual Property constituting Collateral by execution of an instrument in form reasonably acceptable to Agent and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Agent's security interest in such Collateral, including prompt recordals with the United States Patent and Trademark Office, the United States Copyright Office, and the Canadian Intellectual Property Office, as applicable.

(d) In the event that any Collateral, including Proceeds, is evidenced by or consists of Investment Property having an aggregate value or face amount of \$10,000,000 or more for all such Investment Property, if and to the extent that perfection or priority of Agent's security interest under the Loan Documents is dependent on or enhanced by possession, the applicable Obligor shall (i) promptly (and in any event no later than the later of (x) ninety (90) days or (y) the next date of delivery of financial statements pursuant to Sections 10.1.1(a) or (b) or such longer period as Agent may permit in its reasonable discretion) notify Agent thereof, and (ii) thereafter promptly (and in any event within five (5) Business Days (or such longer period as agreed to by Agent in writing in its reasonable discretion)) after request by Agent, shall execute such other documents and instruments as shall be requested by Agent or, if applicable, endorse and deliver physical possession of such Investment Property to Agent, together with such undated powers (or other relevant document of transfer acceptable to Agent) endorsed in blank as shall be requested by Agent, and shall do such other acts or things deemed necessary or desirable by Agent to protect Agent's security interest therein.

7.5 No Assumption of Liability. The Liens on the Collateral granted hereunder are given as security only and shall not subject Agent or any Lender to, or in any way modify, any obligation or liability of any Obligor relating to any Collateral. In no event shall the grant of any Lien under any Loan Document secure an Excluded Swap Obligation of the granting Obligor.

7.6 Further Assurances. Promptly upon request, Obligors shall deliver such instruments, assignments, title certificates, or other documents or agreements, and shall take such actions, as Agent reasonably deems appropriate under Requirements of Law to evidence or perfect its Lien on any Collateral, or otherwise to give effect to the intent of this Agreement. Each Obligor authorizes Agent to file any financing statement that Agent reasonably deems desirable to preserve and perfect Agent's security interest in the Collateral of such Obligor, and ratifies any action taken by Agent before the Closing Date to effect or perfect its Lien on any Collateral.

Section 8. COLLATERAL ADMINISTRATION

8.1 Borrowing Base Certificates.

8.1.1. By the 30th day of each month, Borrower Agent shall deliver to Agent (and Agent shall promptly deliver same to Lenders) a U.S. Borrowing Base Certificate, Canadian Borrowing Base Certificate, and a U.K./Dutch Borrowing Base Certificate, in each case, prepared as of the close of business of the previous month, and at such other times as Agent may reasonably request; provided that during any Reporting Trigger Period, Borrower Agent shall also be required to deliver to Agent weekly U.S. Borrowing Base Certificates, Canadian Borrowing Base Certificates, and U.K./Dutch Borrowing Base Certificates by the 3rd Business Day of each week which begins during such Reporting Trigger Period, in each case, prepared as of the close of business on the last Business Day of the previous week (in the case of matters other than those related to Inventory) or of the close of business of the previous month (in the case of matters relating to Inventory). To the extent that any transaction (or series of related transactions) pursuant to, described in, contemplated by, or permitted by **Section 10.2.2, Section 10.2.4, Section 10.2.6, Section 10.2.7**, or the designation of a Restricted Subsidiary as an Unrestricted Subsidiary (in each case other than the sale of inventory in the ordinary course of business), in each case involves the Disposition of or would result in the ineligibility of assets included in the Borrowing Base with an aggregate fair market value in excess of an amount equal to 5% of the Maximum Facility Amount, substantially concurrently with such transaction, Borrower Agent shall deliver to Agent an updated Borrowing Base Certificate after giving effect to such transaction.

8.1.2. All calculations of U.S. Availability, Canadian Availability, or U.K./Dutch Availability in any Borrowing Base Certificate shall originally be made by Borrower Agent and certified by a Responsible Officer of Borrower Agent; provided, that Agent may from time to time review and adjust any such calculation in its Credit Judgment (a) to reflect its reasonable estimate of declines in value of any Collateral, due to collections received in any Dominion Account or otherwise; (b) to adjust the U.S. Availability Reserve and/or the Canadian Availability Reserve and/or the U.K./Dutch Availability Reserve to reflect changes in dilution, quality, mix and other factors affecting Collateral; and (c) to the extent the calculation is not made in accordance with this Agreement or does not accurately reflect the U.S. Availability Reserve and/or the Canadian Availability Reserve and/or the U.K./Dutch Availability Reserve.

8.1.3. The U.S. Borrowing Base shall set forth the calculation of the U.S. Borrowing Base in Dollars. The Canadian Borrowing Base shall set forth the calculation of the Canadian Borrowing Base in both Canadian Dollars and the Dollar Equivalent thereof along with the Exchange Rate used to determine such Dollar Equivalent. The U.K./Dutch Borrowing Base shall set forth the calculation of the U.K./Dutch Borrowing Base in each of British Pounds, Dollars and Euros and the Dollar Equivalent thereof along with the Exchange Rate used to determine such Dollar Equivalent.

8.2 Administration of Accounts.

8.2.1. Records and Schedules of Accounts. Each Obligor shall keep accurate and complete records of its Accounts, including all payments and collections thereon, and shall submit to Agent sales, collection, reconciliation and other reports in form reasonably satisfactory to Agent, on such periodic basis as Agent may reasonably request. Borrower Agent shall also provide to Agent, on or before the 30th day of each month, a detailed aged trial balance of all Accounts of each Borrower as of the end of the preceding month, specifying each Account's Account Debtor name and address, amount, invoice date and due date, showing any discount, allowance, credit, authorized return or dispute, and including such proof of delivery, copies of invoices and invoice registers, copies of related documents, repayment histories, status reports and other information as Agent may reasonably request. If Accounts or Credit Card Receivables of any Borrower Group in an aggregate face amount of \$2,500,000 or more cease to be Eligible Accounts or Eligible Credit Card Receivables, Borrower Agent shall notify Agent of such occurrence promptly (and in any event within one Business Day) after any Obligor has knowledge thereof.

8.2.2. Taxes. If an Account of any Obligor includes a charge for any Taxes, Agent is authorized, in its discretion, to pay the amount thereof to the proper taxing authority for the account of such Obligor and to charge the Borrowers of the applicable Borrower Group therefor; provided, however, that neither Agent nor Lenders shall be liable for any Taxes that may be due from any Obligor or with respect to any Collateral.

8.2.3. Account Verification. Whether or not a Default or Event of Default exists, Agent shall have the right at any time, in the name of Agent, any designee of Agent or any Obligor, to verify the validity, amount or any other matter relating to any Accounts of Obligors by mail, telephone or otherwise. Obligors shall cooperate fully with Agent in an effort to facilitate and promptly conclude any such verification process.

8.2.4. Maintenance of Dominion Accounts.

(a) U.S. Domiciled Obligors ~~(other than Topgolf and Subsidiaries of Topgolf)~~, Canadian Domiciled Obligors; and Dutch Domiciled Obligors ~~and commencing 90 days after the Closing Date (or such later date as Agent may approve in its sole discretion), U.S. Domiciled Obligors which are Topgolf and Subsidiaries of Topgolf,~~ shall maintain Dominion Accounts pursuant to lockbox or other arrangements reasonably acceptable to Agent. U.S. Domiciled Obligors ~~(other than Topgolf and Subsidiaries of Topgolf)~~, Canadian Domiciled Obligors; and Dutch Domiciled Guarantors ~~and commencing 90 days after the Closing Date (or such later date as Agent may approve in its sole discretion), U.S. Domiciled Obligors which are Topgolf and Subsidiaries of Topgolf,~~ shall obtain an agreement (in form and substance reasonably satisfactory to Agent) from each lockbox servicer and Dominion Account bank, establishing Agent's control over and Lien (governed by the laws of the

jurisdiction in which such Dominion Account is domiciled) in the lockbox or Dominion Account, which may be exercised by Agent during any Dominion Trigger Period, requiring immediate deposit of all remittances received in any such lockbox to a Dominion Account, and waiving offset rights of such servicer or bank, except for customary administrative charges. If a Dominion Account of a U.S. Domiciled Obligor, Canadian Domiciled Obligor or Dutch Domiciled Obligor is not maintained with Bank of America or Bank of America (Canada), as applicable, Agent may, during any Dominion Trigger Period, require immediate transfer of all funds in such account to a Dominion Account maintained with Bank of America or Bank of America (Canada), as applicable.

(b) U.K. Domiciled Obligors shall maintain Dominion Accounts at all times pursuant to arrangements reasonably acceptable to Agent; ~~provided that Subsidiaries of Topgolf that are U.K. Domiciled Obligors shall not be required to comply with the foregoing until the date that is 90 days after the later of (i) the Closing Date and (ii) solely in the case of Subsidiaries of Topgolf in existence on the Closing Date, the date that such Subsidiary becomes an Obligor (or such longer period as agreed to by Agent in its sole discretion).~~ Subject to the proviso in the foregoing sentence, U.K. Domiciled Obligors shall obtain an agreement (in form and substance reasonably satisfactory to Agent) from each Dominion Account bank, establishing Agent's control over and Lien in the Dominion Account, which may be exercised by Agent during any Dominion Trigger Period, and waiving offset rights of such bank, except for customary administrative charges. If a Dominion Account of a U.K. Domiciled Obligor is not maintained with Bank of America, N.A., London Branch, Agent may, during any Dominion Trigger Period, require immediate transfer of all funds in such account to a Dominion Account maintained with Bank of America, N.A., London Branch. During any Dominion Trigger Period, on request by the Agent, each U.K. Domiciled Obligor shall deliver to the Agent (x) an English law fixed charge in respect of its Accounts, Dominion Accounts and any other Deposit Account into which any Accounts are paid; and (y) to the extent any Account is paid into a Deposit Account that is not a Dominion Account, an agreement (in form and substance reasonably satisfactory to Agent) from the relevant account bank, establishing Agent's control over such Deposit Account at all times and waiving offset rights of such bank, except for customary administrative charges.

(c) Agent and Lenders assume no responsibility to any Obligor for any lockbox arrangement or Dominion Account, including any claim of accord and satisfaction or release with respect to any Payment Items accepted by any bank.

8.2.5. Proceeds of Collateral. Obligors ~~(other than Obligors which are Topgolf and Subsidiaries of Topgolf)~~ shall request in writing and otherwise take all necessary steps to ensure that all payments on Accounts or otherwise relating to ABL Collateral are made directly to a Dominion Account (or a lockbox relating to a Dominion Account). If any Obligor ~~(other than Obligors which are Topgolf and Subsidiaries of Topgolf)~~ receives cash or Payment Items with respect to any ABL Collateral, it shall hold same in trust for Agent and promptly (not later than the next Business Day) deposit same into a Dominion Account. ~~Commencing 90 days after the Closing Date (or such later date as Agent may approve in its sole discretion), Obligors which are Topgolf and Subsidiaries of Topgolf shall request in writing and otherwise take all necessary steps to ensure that all payments on Accounts or otherwise relating to ABL Collateral (other than Inventory of Topgolf and Subsidiaries of Topgolf that is not included in the Borrowing Base) are made directly to a Dominion Account (or a lockbox relating to a Dominion Account); provided, however, the foregoing requirement shall not apply to amounts deposited in Deposit Accounts subject to the limitations set forth in Section 8.5(a)(E) or Section 8.5(c). Commencing 90 days after the Closing Date (or such later date as Agent may approve in its sole discretion), if any Obligor which is Topgolf or a Subsidiary of Topgolf receives cash or Payment Items with respect to any ABL Collateral (other than Inventory of Topgolf or Subsidiaries of Topgolf that is not included in the Borrowing Base), it shall hold same in trust for Agent and promptly (not later than the next Business Day) deposit same into a Dominion Account; provided, however, the foregoing requirement shall not apply to amounts deposited in Deposit Accounts subject to the limitations set forth in Section 8.5(a)(E) or Section 8.5(c).~~

8.3 Administration of Inventory.

8.3.1. Records and Reports of Inventory. Each Obligor shall keep accurate and complete records in all material respects of its Inventory ~~(other than Inventory of Topgolf or any~~

~~Subsidiaries of Topgolf that is not included in the Borrowing Base~~, including costs and daily withdrawals and additions, and shall submit to Agent inventory and reconciliation reports in form reasonably satisfactory to Agent, on such periodic basis as Agent may reasonably request. Each relevant Obligor shall conduct periodic cycle counts ~~(other than Inventory of Topgolf or any Subsidiaries of Topgolf that is not included in the Borrowing Base)~~ consistent with historical practices, and shall, upon reasonable request, provide to Agent a report based on each such count promptly upon completion thereof, together with such supporting information as Agent may reasonably request.

8.3.2. Returns of Inventory. No Obligor shall return any Inventory ~~(other than Inventory of Topgolf or any Subsidiaries of Topgolf that is not included in the Borrowing Base)~~ to a supplier, vendor or other Person, whether for cash, credit or otherwise, unless (a) such return is in the Ordinary Course of Business; (b) no Default, Event of Default or Overadvance exists or would result therefrom; (c) Agent is promptly notified if the aggregate Value of all Inventory returned in any month exceeds \$5,000,000; and (d) any payment with respect to Inventory received by an Obligor ~~(other than Inventory of Topgolf or any Subsidiaries of Topgolf that is not included in the Borrowing Base)~~ for a return during any Dominion Trigger Period is promptly remitted to Agent for application to the Obligations.

8.3.3. Acquisition, Sale and Maintenance. No Obligor shall acquire or accept any Inventory that is included in the Borrowing Base on consignment or approval, and each Obligor shall take all commercially reasonable steps to assure that all such Inventory is produced in all material respects in accordance with applicable Requirements of Law, including, if applicable, the FLSA (it being understood that Inventory not produced in accordance with the applicable requirements of the FLSA shall not constitute Eligible Inventory). Except to the extent permitted by **Section 10.2.5** in the case of consignments, no Obligor shall sell any Inventory included in the Borrowing Base on consignment or approval or any other basis under which the customer may return or require an Obligor to repurchase such Inventory. Each Obligor shall use, store and maintain all Inventory with reasonable care and caution, in all material respects in accordance with applicable standards of any insurance and in all material respects in conformity with all Requirements of Law, and, except (i) in cases of good faith disputes or (ii) where the failure to do so would not reasonably be expected to have a Material Adverse Effect, shall make current rent payments (within applicable grace and cure periods provided for in leases) at all locations where any Collateral is located.

8.4 Intentionally Omitted.

8.5 Administration of Deposit Accounts. Subject to any applicable time period prescribed in **Section 8.2.4**, each Obligor shall take all actions necessary to establish Agent's control of all Deposit Accounts (including Dominion Accounts) and securities accounts maintained by such Obligor; provided, however, that such control shall not be required for the following (collectively, the "Excluded Deposit Accounts"): (a) (A) accounts exclusively used for payroll, healthcare and other employee wage and benefit accounts, (B) accounts exclusively used as tax accounts, including, without limitation, sales tax (or similar assessments) accounts, (C) escrow, trust, defeasance and redemption or impound accounts permitted by this Agreement, (D) fiduciary or trust accounts permitted by this Agreement, and (E) disbursement and zero balance accounts (including, for the avoidance of doubt, accounts that are swept on a daily basis to one or more Dominion Accounts), (b) [reserved], and (c) an account containing not more than \$250,000, provided, that the aggregate amounts contained in all such accounts referred to in this clause (c) for which Agent does not have control at any time shall not exceed \$1,000,000. In each case, other than with respect to any Excluded Deposit Account, the applicable Obligor shall be the sole account holder of each Deposit Account or securities account and shall not allow any other Person (other than Agent) to have control over a Deposit Account, securities account or any Property deposited therein. Each of the Obligors shall promptly notify Agent in writing of any opening or closing of a Deposit Account or securities account (other than an Excluded Deposit Account) and, concurrently with the opening thereof, shall ensure that such account (except an Excluded Deposit Account) is subject to a fully executed Deposit Account Control Agreement or, in the case of a securities account, similar control agreement in favor of Agent and reasonably acceptable to Agent.

8.6 General Provisions.

8.6.1. Location of Collateral. All tangible items of Collateral included in the Borrowing Base, other than Inventory in transit (including in transit to or from a manufacturing facility), shall at all times be kept by Obligors at the business locations for such Obligors set forth in **Schedule 8.6.1**, except that Obligors may (a) make sales or other dispositions of Collateral in accordance with **Section 10.2.5**; and (b) move such Collateral to another location in the United States or, in the case of: (i) a Canadian Domiciled Obligor, in Canada, (ii) [reserved], (iii) a U.K. Domiciled Obligor, in the United Kingdom or, with the consent of the Agent, Germany, (iv) a Dutch Domiciled Obligor, in the Netherlands, the United Kingdom or, with the consent of the Agent, Germany, or (v) a U.S. Domiciled Obligor, the United Kingdom (subject, in each case, to Agent being granted a first priority Lien (subject to Permitted Liens) if none has been previously granted in such province or territory), in each case, upon 15 Business Days' prior written notice to Agent; ~~provided that, for the avoidance of doubt, this Section 8.6.1 shall not apply to any Toptracer Bays.~~

8.6.2. Insurance of Collateral; Condemnation Proceeds.

(a) Each Obligor shall maintain insurance with respect to the ABL Collateral, covering casualty, hazard, theft, malicious mischief, flood and other risks, in amounts and with endorsements satisfactory to Agent in its Credit Judgment, and with insurers (with a Best's Financial Strength Rating of at least A- VII, unless otherwise approved by Agent in its Credit Judgment). From time to time upon reasonable request, Borrower Agent shall deliver to Agent the originals or certified copies of its insurance policies and updated flood plain searches. Unless Agent shall agree otherwise, each property policy with respect to ABL Collateral shall include satisfactory endorsements including (i) showing Agent as lender first loss payee; and (ii) requiring at least 30 days prior written notice (or 10 days in the case of non-payment) to Agent in the event of cancellation of the policy for any reason whatsoever. If any Obligor fails to provide and pay for any insurance, Agent may, at its option, but shall not be required to, procure the insurance and charge Borrowers therefor. Each Obligor agrees to deliver to Agent, promptly as rendered, copies of all reports made to insurance companies. While no Event of Default exists, Obligors may settle, adjust or compromise any insurance claim, as long as the proceeds are delivered to Agent in accordance with **Section 8.6.2(b)**. If an Event of Default exists, subject to the Intercreditor Agreement, only Agent shall be authorized to settle, adjust and compromise any claims involving any Collateral.

(b) Any proceeds of insurance relating to the ABL Collateral and any awards arising from condemnation of any ABL Collateral shall be paid to the Dominion Account of the applicable Obligor.

8.6.3. Protection of Collateral. All expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping any Collateral, all Taxes payable with respect to any Collateral (including any sale thereof), and all other payments required to be made by Agent to any Person to realize upon any Collateral, shall be borne and paid by Borrowers. Agent shall not be liable or responsible in any way for the safekeeping of any Collateral, for any loss or damage thereto (except for reasonable care in its custody while Collateral is in Agent's actual possession), for any diminution in the value thereof, or for any act or default of any warehouseman, carrier, forwarding agency or other Person whatsoever, but the same shall be at Obligors' sole risk.

8.6.4. Defense of Title to Collateral. Each Obligor shall at all times defend its title to Collateral and Agent's Liens therein against all Persons, claims and demands whatsoever, except Permitted Liens.

8.7 Power of Attorney. Each Obligor hereby irrevocably constitutes and appoints Agent (and all Persons designated by Agent) as such Obligor's true and lawful attorney (and agent-in-fact), coupled with an interest, for the purposes provided in this Section. Agent, or Agent's designee, may, without notice and in either its or an Obligor's name, but at the cost and expense of the Borrowers, and in each case subject to the Intercreditor Agreement:

(a) Endorse an Obligor's name on any Payment Item or other proceeds of Collateral (including proceeds of insurance) that come into Agent's possession or control; and

(b) During an Event of Default, (i) notify any Account Debtors of the assignment or charging of their Accounts, demand and enforce payment of Accounts, by legal proceedings or otherwise, and generally exercise any rights and remedies with respect to Accounts; (ii) settle, adjust, modify, compromise, discharge or release any Accounts or other Collateral, or any legal proceedings brought to collect Accounts or Collateral; (iii) sell or assign any Accounts and other Collateral upon such terms, for such amounts and at such times as Agent deems advisable; (iv) collect, liquidate and receive balances in Deposit Accounts or securities accounts, and take control, in any manner, of any proceeds of Collateral; (v) prepare, file and sign an Obligor's name to a proof of claim or other document in a bankruptcy or other Insolvency Proceeding of an Account Debtor, or to any notice, assignment or satisfaction of Lien or similar document; (vi) receive, open and dispose of mail addressed to an Obligor where the addressor is any Account Debtor or where the addressor is not identifiable with certainty, and notify postal authorities to deliver any such mail to an address designated by Agent; (vii) endorse any Chattel Paper, Document, Instrument, invoice, freight bill, bill of lading, or other document or agreement relating to any Accounts, Inventory or other Collateral; (viii) use an Obligor's stationery and sign its name to verifications of Accounts and notices to Account Debtors; (ix) use the information recorded on or contained in any data processing, electronic or information systems relating to any Collateral; (x) make and adjust claims under insurance policies; (xi) take any action as may be necessary or appropriate to obtain payment under any letter of credit, banker's acceptance or other instrument for which an Obligor is a beneficiary; (xii) exercise any voting or other rights under or with respect to any Investment Property; and (xiii) take all other actions as Agent reasonably deems appropriate to fulfill any Obligor's obligations under the Loan Documents.

Section 9. REPRESENTATIONS AND WARRANTIES

9.1 General Representations and Warranties. To induce Agent and Lenders to enter into this Agreement and to make available the Commitments, Loans and Letters of Credit, each Obligor represents and warrants that:

9.1.1. Organization; Powers. Parent and each of its Restricted Subsidiaries (a) is (i) duly organized and validly existing and (ii) in good standing (to the extent such concept exists in the relevant jurisdiction) under the Requirements of Law of its jurisdiction of organization or incorporation, (b) has all requisite organizational power and authority to own its assets and to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing (to the extent such concept exists in the relevant jurisdiction) in, every jurisdiction where the ownership, lease or operation of its properties or conduct of its business requires such qualification, except, in each case referred to in this Section 9.1.1 (other than clause (a)(i) and clause (b), in each case, with respect to the Borrowers) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

9.1.2. Authorization; Enforceability. The execution, delivery and performance by each Obligor of each Loan Document to which such Obligor is a party are within such Obligor's corporate or other organizational power and have been duly authorized by all necessary corporate or other organizational action of such Obligor. Each Loan Document to which any Obligor is a party has been duly executed and delivered by such Obligor and is a legal, valid and binding obligation of such Obligor, enforceable in accordance with its terms, subject to the Legal Reservations.

9.1.3. Governmental Authorization; No Conflicts. The execution and delivery of each Loan Document by each Obligor party thereto and the performance by such Obligor thereof (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) in connection with the Perfection Requirements and (iii) such consents, approvals, registrations, filings, or other actions the failure to obtain or make which could not be reasonably expected to have a Material Adverse Effect, (b) will not violate any (i) of such Obligor's Organizational Documents or (ii) Requirement of Law applicable to such Obligor which violation, in the case of this clause (b)(ii), would reasonably be expected to have a Material Adverse Effect, and (c) will not violate or result in a default under any material Contractual Obligation (including the Loan Documents (as defined in the Term Loan Facility Agreement)) to which such Obligor is a party which violation, in the case of this clause (c), would reasonably be expected to result in a Material Adverse Effect.

9.1.4. Financial Condition; No Material Adverse Effect.

(a) The financial statements most recently provided pursuant to the Fourth Amended and Restated Loan Agreement and Section 10.1.1(a) or (b), as applicable, present fairly, in all material respects, the financial position and results of operations and cash flows of the Parent on a consolidated basis as of such dates and for such periods in accordance with GAAP, subject, in the case of financial statements provided pursuant to Section 10.1.1(a) and Section 10.1.1(a) of the Fourth Amended and Restated Loan Agreement, to the absence of footnotes and changes resulting from audit and normal year-end adjustments.

(b) Since the Closing Date, there have been no events, developments or circumstances that have had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

9.1.5. Properties.

(a) [Reserved].

(b) The Parent and each of its Restricted Subsidiaries have good and valid fee simple title to or rights to purchase, or valid leasehold interests in, or easements or other limited property interests in, all of their respective Real Estate and have good title to their personal property and assets, in each case, except (i) for defects in title that do not materially interfere with their ability to conduct their business as currently conducted or to utilize such properties and assets for their intended purposes or (ii) where the failure to have such title would not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

(c) The Parent and its Restricted Subsidiaries own or otherwise have a license or right to use Patents, Trademarks, Copyrights and other rights in works of authorship (including all copyrights embodied in software) and all other Intellectual Property used in the conduct of their respective businesses as presently conducted without infringing, violating or misappropriating of the Intellectual Property of third parties, except where any such infringement, violation or misappropriation would not have, individually or in the aggregate, a Material Adverse Effect. All registrations of Patents, Trademarks and Copyrights and all applications therefor owned by the Parent and its Restricted Subsidiaries are subsisting, and to the knowledge of the Parent, valid and enforceable, except where any failure would not have, individually, or in the aggregate, a Material Adverse Effect. No claim, proceeding or litigation regarding any Intellectual Property is pending or, to the knowledge of the Parent, threatened against the Parent or its Restricted Subsidiaries that would have, individually or in the aggregate, a Material Adverse Effect.

9.1.6. Litigation and Environmental Matters.

9.1.7. (a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Parent, threatened in writing against or affecting the Parent or any of its Restricted Subsidiaries which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

9.1.8. (b) Except for any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (i) neither the Parent nor any of its Restricted Subsidiaries has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability and (ii) neither the Parent nor any of its Restricted Subsidiaries (A) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (B) has become subject to any Environmental Liability.

9.1.9. (c) Neither the Parent nor any of its Restricted Subsidiaries has treated, stored, transported or disposed of Hazardous Materials at or from any currently or formerly operated real estate or facility relating to its business in a manner that would reasonably be expected to have a Material Adverse Effect.

9.1.10. Compliance with Laws. Each of the Parent and each of its Restricted Subsidiaries is in compliance with all Requirements of Law applicable to it or its property, except, in each case where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; it being understood and agreed that this Section 9.1.7 shall not apply to the Requirements of Law covered by Section 9.1.17 below. The undertakings and covenants provided in this Section 9.1.7 shall only be made by and apply to the Dutch Borrower to the extent that giving of and complying with such representations and warranties / undertakings does not result in a violation of or conflict with or does not expose any Obligor to any liability under the Council Regulation (EC) 2271/96 or any similar anti-boycott laws or regulations.

9.1.11. Investment Company Status. No Obligor is an “investment company” as defined in, or is required to be registered under, the Investment Company Act of 1940.

9.1.12. Taxes. Each of Parent and each of its Restricted Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it that are due and payable, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Parent or such Restricted Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with GAAP or (b) to the extent that the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

9.1.13. ERISA; Compliance with Canadian Pension Plans and Foreign Plans.

9.1.14. (a) Each Pension Plan is in compliance in form and operation with its terms and with ERISA and the Code and all other applicable Requirements of Law, except where any failure to comply would not reasonably be expected to result in a Material Adverse Effect.

9.1.15. (b) In the five-year period prior to the date on which this representation is made or deemed made, no ERISA Event has occurred and is continuing or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect.

9.1.16. (c) No Canadian Borrower or any Canadian Subsidiary provides benefits to retired Canadian Employees or to beneficiaries or dependents of retired Canadian Employees. Except as would not reasonably be expected to result in a Material Adverse Effect, the Canadian Borrower and each Canadian Subsidiary is in compliance with all Requirements of Law and all Canadian Employee Benefits Legislation and health and safety, workers compensation, employment standards, labor relations, health insurance, employment insurance, protection of personal information, human rights laws and any Canadian federal, provincial or local counterparts or equivalents in each case, as applicable to the Canadian Employees and as amended from time to time.

(a) (d) The Canadian Borrower and Canadian Subsidiaries are in compliance with the requirements of the PBA and other federal, provincial or state laws with respect to each Canadian Pension Plan, except where the failure to so comply would not reasonably be expected to have a Material Adverse Effect. No fact or situation that may reasonably be expected to result in a Material Adverse Effect exists in connection with any Canadian Pension Plan. Neither the Canadian Borrower nor any

Canadian Subsidiary has any material withdrawal liability in connection with a Canadian Pension Plan. No Termination Event has occurred. Each Canadian Pension Plan has no solvency deficiency and is fully funded as required under the most recent actuarial valuation filed with the applicable Governmental Authority pursuant to generally accepted actuarial practices and principles. No fact or circumstance exists that could adversely affect the tax-exempt status of a Canadian Pension Plan. No Lien has arisen, choate or inchoate, in respect of the Canadian Borrower or Canadian Subsidiaries or their property in connection with any Canadian Pension Plan (save for contribution amounts not yet due). No Canadian Pension Plan provides benefits on a defined benefit basis.

(b) (e) With respect to any Foreign Plan, except as could not reasonably be expected to have a Material Adverse Effect, (i) all employer and employee contributions required by law or by the terms of the Foreign Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices; (ii) the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for any Foreign Plan funded through insurance, or the book reserve established for any Foreign Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations with respect to all current and former participants in such Foreign Plan according to the actuarial assumptions and valuations most recently used to account for such obligations in accordance with applicable generally accepted accounting principles; and (iii) it has been registered as required and has been maintained in good standing with applicable regulatory authorities.

9.1.17. (f) No U.K. Domiciled Obligor nor any of its U.K. Subsidiaries is nor has at any time been: (i) an employer (for the purposes of Sections 38 to 51 of the Pensions Act 2004 of the United Kingdom) of an occupational pension scheme which is not a money purchase scheme (as those terms are defined in the Pension Schemes Act 1993 of the United Kingdom); or (ii) “connected” with or an “associate” of the Parent or any of its Subsidiaries which is such an employer (as those terms are used in Sections 38 and 43 of the Pensions Act 2004 of the United Kingdom) in relation to an occupational pension scheme in the United Kingdom which is not a money purchase scheme.

9.1.18. Disclosure.

9.1.19. (a) As of the Closing Date, to the knowledge of the Parent, all written information (other than financial projections, financial estimates, other forward-looking information and/or projected information and information of a general economic or industry-specific nature) concerning the Parent and its subsidiaries that was included in the Information Memorandum or otherwise prepared by or on behalf of the Parent or its subsidiaries or their respective representatives and made available to any Lender, any arranger or the Agent in connection with the transactions contemplated hereby on or before the Closing Date (the “Information”), when taken as a whole, did not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time).

9.1.20. (b) As of the Closing Date, the Projections have been prepared in good faith based upon assumptions believed by the Parent to be reasonable at the time furnished (it being recognized that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond the Parent’s control, that no assurance can be given that any

particular financial projections will be realized, that actual results may differ from projected results and that such differences may be material).

9.1.21. Solvency. As of the Closing Date, after giving effect to the transactions contemplated hereby and the incurrence of the Indebtedness and obligations being incurred in connection with this Agreement and the Transactions, (i) the sum of the debt (including contingent liabilities) of the Parent and its Restricted Subsidiaries, taken as a whole, does not exceed the fair value of the assets of the Parent and its Restricted Subsidiaries, taken as a whole, (ii) the present fair saleable value of the assets (on a going concern basis) of the Parent and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable liabilities of the Parent and its Restricted Subsidiaries, taken as a whole, on their debts as they become absolute and matured in accordance with their terms; (iii) the capital of the Parent and its Restricted Subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Parent and its Restricted Subsidiaries, taken as a whole, contemplated as of the Closing Date; (iv) the Parent and its Restricted Subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent liabilities) beyond their ability to pay such debt as they mature in accordance with their terms. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liability meets the criteria for accrual under Statement of Financial Accounting Standards No. 5), (v) no Canadian Domiciled Obligor is an "insolvent person" as defined in the Bankruptcy and Insolvency Act (Canada), and (vi) each U.K. Borrower is Solvent.

9.1.22. Capitalization and Subsidiaries. **Schedule 9.1.13** sets forth, in each case as of the Closing Date, (a) a correct and complete list of the name of each subsidiary of the Parent and the ownership interest therein held by the Parent or its applicable subsidiary, and (b) the type of entity of the Parent and each of its subsidiaries.

9.1.23. Security Interest in Collateral. Subject to the Legal Reservations, the Perfection Requirements and the provisions, limitations and/or exceptions set forth in this Agreement and/or any other Loan Document, the Security Documents create legal, valid and enforceable Liens on all of the Collateral in favor of the Agent, for the benefit of itself and the other applicable Secured Parties, and upon the satisfaction of the applicable Perfection Requirements, such Liens constitute perfected Liens (with the priority that such Liens are expressed to have under the relevant Security Documents, unless otherwise permitted hereunder or under any Security Document or any applicable intercreditor agreement) on the Collateral (to the extent such Liens are then required to be perfected under the terms of the Loan Documents) securing the applicable Obligations, in each case as and to the extent set forth therein.

9.1.24. For the avoidance of doubt, notwithstanding anything herein or in any other Loan Document to the contrary, neither the Parent nor any other Obligor makes any representation or warranty as to (A) the enforcement of any security interest, or right or remedy with respect to any Collateral that may be limited or restricted by, or require any consent, authorization approval or license under, any Requirement of Law or (B) at any time, the pledge or creation of any security interest, or the effects of perfection or non-perfection, the priority or enforceability of any pledge or security interest to the extent the same is not required at such time in accordance with the terms hereof.

9.1.25. Labor Disputes. Except as individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect: (a) there are no strikes, lockouts or slowdowns against the Parent or any of its Restricted Subsidiaries pending or, to the knowledge of the Parent or any of its Restricted Subsidiaries, threatened and (b) the hours worked by and payments made to employees of the Parent and its Restricted Subsidiaries have not been in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with such matters.

9.1.26. Federal Reserve Regulations. No part of the proceeds of any Loan will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that results in a violation of the provisions of Regulation U or X.

9.1.27. Anti-Terrorism Laws; Anti-Corruption Laws.

(a) None of the Parent, any of its subsidiaries, any of their respective directors and officers or, to the knowledge of the Parent or such subsidiary, their respective agents, employees, Affiliates or representatives thereof, is a Sanctioned Person. The Borrowers maintain processes and procedures designed to promote and achieve compliance by the Borrowers, their respective subsidiaries and their respective directors, officers, employees and agents with applicable Anti-Corruption Laws and Sanctions.

(b) To the extent applicable, each Borrower, its subsidiaries and their respective officers and directors and, to the knowledge of any Borrower, its employees and agents are in compliance and have conducted their business in compliance, in all material respects, with Anti-Corruption Laws and Sanctions.

(c) No Borrowing or use of proceeds by the Borrowers and/or any subsidiary will violate any Anti-Corruption Law or applicable Sanctions.

(d) As of the Closing Date, to the knowledge of the Borrowers, the information included in the Beneficial Ownership Certification provided on or prior to the Closing Date to any Lender (if any) in connection with this Agreement is true and correct in all respects.

9.1.28. No Obligor is a person whose property or interest in property is blocked or subject to blocking pursuant to (A) Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (B) the United Nations Act (Canada), the Special Economic Measures Act (Canada), the Export and Import Permits Act (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), the Criminal Code (Canada), the Defence Production Act (Canada), the Proceeds of Crime Act, the Anti-terrorism Act (Canada) or the Foreign Extraterritorial Measures Act (Canada) (together with and all regulations and orders made thereunder, collectively, "Canadian Sanctions Laws"), or (C) the Proceeds of Crime Act 2002, the Counter-Terrorism Act 2008 and Export Control Order 2008, the Export Control Act 2002, the Export Control (Al-Qaida and Taliban Sanctions) Regulations 2011, the Terrorist Asset-Freezing etc. Act 2010 and the Consolidated List of Financial Sanctions Targets administered by HM Treasury through the Office of Financial Sanctions Implementations, EU Council Regulation 2580/2001 and all supplementary instruments thereto including Implementing Resolution 1169/2012 and EU (EC) Regulation 881/2002, (EU) 753/2011, (EU) 754/2011 and (EU) 2017/1411 (collectively, the "U.K. Sanctions Laws"), (iii) engages in any dealings or transactions prohibited by (A) Section 2 of such executive order, (B) Canadian Sanctions Laws or (C) U.K. Sanctions Laws, or is otherwise associated with any such person in any manner violative of Section 2 of such executive order or by Canadian Sanctions Laws or U.K. Sanctions Laws, or (iv) is a person (A) on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other OFAC regulation or executive order, (B) on the list of names subject to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the *Criminal Code*, and/or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (RIUNRST) and/or *United Nations Al-Qaida and Taliban Regulations* (UNAQTR), or (C) is a person included on the UK's Consolidated List of Financial Sanctions Targets. The representations and warranties provided in this Section 9.1.17 shall only be made by and apply to the Dutch Borrower to the extent that giving of and complying with such representations and warranties / undertakings does not

result in a violation of or conflict with or does not expose any Obligor to any liability under the Council Regulation (EC) 2271/96 or any similar anti-boycott laws or regulations.

9.1.29. The representations and warranties set forth in Sections 9.1.17(a), (b) and (c) above made by or on behalf of any Foreign Subsidiary are subject to and limited by any Requirement of Law applicable to such Foreign Subsidiary; it being understood and agreed that to the extent that any Foreign Subsidiary is unable to make any such representation or warranty set forth in Sections 9.1.17(a), (b) and (c) as a result of the application of this sentence, such Foreign Subsidiary shall be deemed to have represented and warranted that it is in compliance, in all material respects, with any equivalent Requirement of Law relating to anti-terrorism, anti-corruption or anti-money laundering that is applicable to such Foreign Subsidiary in its relevant local jurisdiction of organization.

9.1.30. Intellectual Property; Licenses, Etc. To the best knowledge of Obligors, or except as could not reasonably be expected to have a Material Adverse Effect, Borrowers and Restricted Subsidiaries own, or possess the lawful right to use, all Intellectual Property necessary for the conduct of its business, without conflict with the rights of any other Person. To the best knowledge of Obligors, no slogan or other advertising device, product, process, method, substance, part or other material now employed by any Borrower or any Restricted Subsidiary infringes upon any valid, proprietary rights held by any other Person that could result in a claim, that could reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the best knowledge of the Obligors, threatened, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. Borrower Agent has disclosed on **Schedule 9.1.18** all Royalties or other compensation paid by any Borrower or Restricted Subsidiary to any Person with respect to the Company Trademark or any Intellectual Property affecting any Eligible Inventory.

9.1.31. Accounts. Agent may rely, in determining which Accounts are Eligible Accounts and which Credit Card Receivables are Eligible Credit Card Receivables, on all statements and representations made by Borrowers with respect thereto. Borrowers warrant, with respect to each Account and Credit Card Receivable at the time it is shown as an Eligible Account or Eligible Credit Card Receivable in a Borrowing Base Certificate, that:

(a) it is genuine and in all respects what it purports to be, and is not evidenced by a judgment;

(b) it arises out of a completed, bona fide sale and delivery of goods ~~(or, solely with respect to the Toptracer Bays, the lease or license thereof)~~ or rendition of services in the Ordinary Course of Business, and substantially in accordance with any purchase order, contract or other document relating thereto;

(c) it is for a sum certain, maturing as stated in the invoice covering such sale or rendition of services, a copy of which has been furnished or is available to Agent on request;

(d) it is not subject to any offset, Lien (other than Agent's Lien and Liens subordinate to the Lien of Agent pursuant to the Intercreditor Agreement or other intercreditor agreement entered into in accordance with the terms hereof), deduction, defense, dispute, counterclaim or other adverse condition except as arising in the Ordinary Course of Business and disclosed to Agent; and it is absolutely owing by the Account Debtor, without contingency in any respect;

(e) no purchase order, agreement, document or Requirements of Law restricts assignment of the Account or Credit Card Receivable to Agent (regardless of whether, under the UCC or PPSA, the restriction is ineffective), and the applicable Borrower or Guarantor is the sole payee or remittance party shown on the invoice;

(f) no extension, compromise, settlement, modification, credit, deduction or return has been authorized with respect to the Account, except discounts or allowances granted in the Ordinary

Course of Business for prompt payment that are reflected on the face of the invoice related thereto and in the reports submitted to Agent hereunder; and

(g) to the best of Borrowers' knowledge, (i) there are no facts or circumstances that are reasonably likely to impair the enforceability or collectibility of such Account or Credit Card Receivable; (ii) the Account Debtor had the capacity to contract when the Account arose, continues to meet the applicable Borrower's customary credit standards, is Solvent, is not contemplating or subject to an Insolvency Proceeding, and has not failed, or suspended or ceased doing business; and (iii) there are no proceedings or actions threatened or pending against any Account Debtor that could reasonably be expected to have a material adverse effect on the Account Debtor's financial condition.

9.1.32. Commercial Tort Claims. Except as shown on **Schedule 9.1.20**, as of the Closing Date, no U.S. Domiciled Obligor has a Commercial Tort Claim (other than a Commercial Tort Claim for less than \$10,000,000).

9.1.33. Centre of Main Interests and Establishments. Each Obligor's centre of main interest (as that term is used in Article 3(1) of the Regulation (EU) 2015/848) of 20 May 2015 on insolvency proceedings (recast) (the "EU Regulation") is situated in its jurisdiction of incorporation and it has no "establishment" (as that term is used in Article 2(10) of the EU Regulation) in any other jurisdiction.

Section 10. COVENANTS AND CONTINUING AGREEMENTS

10.1 Affirmative Covenants. As long as any Commitments or Obligations are outstanding, each Obligor hereby covenants and agrees that:

10.1.1. Financial Statements and Other Reports. The Parent will deliver to the Agent for delivery by the Agent (with sufficient copies for each Lender):

(a) Quarterly Financial Statements. As soon as available, and in any event within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year, commencing with the Fiscal Quarter ending on or about March 31, 2023, the consolidated balance sheet of the Parent as at the end of such Fiscal Quarter and the related consolidated statements of operations and cash flows of the Parent for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, and setting forth, in reasonable detail, in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year, all in reasonable detail, together with a Responsible Officer Certification (which may be included in the applicable Compliance Certificate) with respect thereto, which shall be accompanied by management's discussion and analysis prepared by the Parent with respect to the performance of the Parent and its subsidiaries for such Fiscal Quarter;

(b) Annual Financial Statements. As soon as available, and in any event within 90 days after the end of each Fiscal Year ending after the Closing Date, (i) the consolidated balance sheet of the Parent as at the end of such Fiscal Year and the related consolidated statements of operations, stockholders' equity and cash flows of the Parent for such Fiscal Year and setting forth, in reasonable detail, in comparative form the corresponding figures for the previous Fiscal Year, (ii) with respect to such consolidated financial statements, a report thereon of an independent certified public accountant of recognized national standing (which report shall be unqualified as to scope of audit and shall not be subject to a "going concern" explanatory paragraph or like statement (except as resulting from (A) the impending maturity of any Indebtedness within the 12-month period following the relevant audit date and/or (B) any breach or anticipated breach of any financial covenant under any Indebtedness)), and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of the Parent as at the dates indicated and its income and cash flows for the periods indicated in conformity with GAAP and (iii) management's discussion and analysis prepared by the Parent with respect to the performance of the Parent and its subsidiaries for such Fiscal Year;

(c) Compliance Certificate. Together with each delivery of financial statements of the Parent pursuant to Sections 10.1.1(a) and (b), (i) a duly executed and completed Compliance Certificate and (ii) solely to the extent that the Consolidated Adjusted EBITDA of all Unrestricted Subsidiaries (if any) exceeds 5.0% of the Consolidated Adjusted EBITDA of the Parent and its Subsidiaries, in each case, as of the last day of the applicable Test Period, an unaudited summary of the pro forma adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such financial statements;

(d) [Reserved];

(e) Notice of Default; Notice of Material Adverse Effect. Promptly upon any Responsible Officer of an Obligor obtaining knowledge of (i) any Default or Event of Default or (ii) the occurrence of any event or change that has caused or evidences or would reasonably be expected to cause or evidence, either individually or in the aggregate, a Material Adverse Effect, a reasonably-detailed notice specifying the nature and period of existence of such condition, event or change and what action the Obligors have taken, are taking and propose to take with respect thereto;

(f) Notice of Litigation. Promptly upon any Responsible Officer of an Obligor obtaining knowledge of (i) the institution of, or threat of, any Adverse Proceeding not previously disclosed in writing by the Parent to the Agent, or (ii) any material development in any Adverse Proceeding that, in the case of either of clauses (i) or (ii), would reasonably be expected to have a Material Adverse Effect, written notice thereof from the Parent;

(g) ERISA. Promptly upon any Responsible Officer of an Obligor becoming aware of the occurrence of any ERISA Event or Termination Event that would reasonably be expected to have a Material Adverse Effect, a written notice specifying the nature thereof;

(h) [Reserved];

(i) Information Regarding Collateral. Written notice within 60 days (or by such later date to which the Agent may agree in its reasonable discretion) following any change (or prior to or contemporaneously with any change with respect to the Canadian Domiciled Obligors (or by such later date to which the Agent may agree in its reasonable discretion)) (i) in any Obligor's legal name, (ii) in any Obligor's type of organization, (iii) in any Obligor's jurisdiction of organization or location of its registered office or chief executive office (by jurisdiction, such as by province or territory of Canada) or (iv) in any Obligor's organizational identification number, in each case to the extent such information is necessary to enable the Agent to perfect or maintain the perfection and priority of its security interest in the Collateral of the relevant Obligor;

(j) Certain Reports. Promptly upon their becoming available and without duplication of any obligations with respect to any such information that is otherwise required to be delivered under the provisions of any Loan Document, copies of all financial statements, reports, notices and proxy statements sent or made available generally by Parent to its security holders acting in such capacity;

(k) Certain Regulatory Information; Beneficial Ownership Regulation. Promptly following a request by the Agent, or any Lender, information or documentation reasonably required by the Agent or such Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, the Beneficial Ownership Regulation and the Proceeds of Crime Act;

(l) Projections. Not later than 60 days after the end of each Fiscal Year, projections of Parent's consolidated balance sheets, results of operations, cash flow, U.S. Availability, Canadian Availability and U.K./Dutch Availability for the next Fiscal Year, month by month and in form materially consistent with those provided prior to the Closing Date;

(m) Trade Payables. At Agent's reasonable request (which shall be limited to one request in any fiscal quarter, except during any Reporting Trigger Period that is continuing), a listing of

each Obligor's trade payables, specifying the trade creditor and balance due, and a detailed trade payable aging, all in form reasonably satisfactory to Agent;

(n) Royalties. Within 45 days of the end of each fiscal quarter of Parent, or more frequently if requested by Agent when a Default or Event of Default exists: (i) all Royalties or other compensation (to the extent not previously disclosed to Agent in writing) paid by any Borrower or Restricted Subsidiary to any Person with respect to the Company Trademark or any Intellectual Property affecting Eligible Inventory, and (ii) all Intellectual Property (to the extent not previously disclosed to Agent in writing (including in any Perfection Certificate previously delivered to Agent)) owned, used or licensed by, or otherwise subject to any interests of, any Borrower or Restricted Subsidiary, to the extent of a type required to be disclosed pursuant to Section 11 of the Perfection Certificate;

(o) [Reserved];

(p) Collateral Locations. Prior to including any Eligible Inventory in the Borrowing Base located at a newly opened office or place of business (or such later date as may be agreed by Agent), a notice of such new office or place of business; and

(q) Other Information. Such other information (financial or otherwise) as the Agent may reasonably request from time to time regarding the financial condition or business of the Parent and its Restricted Subsidiaries; provided, however, that none of the Parent nor any Restricted Subsidiary shall be required to disclose or provide any information (a) that constitutes non-financial trade secrets or non-financial proprietary information of any Person, (b) in respect of which disclosure to the Agent or any Lender (or any of their respective representatives) is prohibited by applicable Requirements of Law, (c) that is subject to attorney-client or similar privilege or constitutes attorney work product or (d) in respect of which the Parent or any Restricted Subsidiary owes confidentiality obligations to any third party (provided that such confidentiality obligations were not entered into in contemplation of the requirements of this Section 10.1.1(p)).

Documents required to be delivered pursuant to this Section 10.1.1 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Parent (or a representative thereof) (x) posts such documents or (y) provides a link thereto at the website address listed on Schedule 10.1.1; provided that, other than with respect to items required to be delivered pursuant to Section 10.1.1(k) above, the Parent shall promptly notify (which notice may be by facsimile or electronic mail) the Agent of the posting of any such documents at the website address listed on Schedule 10.1.1 and provide to the Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents; (ii) on which such documents are delivered by the Parent to the Agent for posting on behalf of the Parent on IntraLinks, SyndTrak or another relevant website (the "Platform"), if any, to which each Lender and the Agent have access (whether a commercial, third-party website or whether sponsored by the Agent); (iii) on which such documents are faxed to the Agent (or electronically mailed to an address provided by the Agent); or (iv) in respect of the items required to be delivered pursuant to Section 10.1.1(j) above in respect of information filed by the Parent with any securities exchange or with the SEC or any analogous governmental or private regulatory authority with jurisdiction over matters relating to securities (other than Form 10-Q Reports and Form 10-K reports described in Sections 10.1.1(a) and (b), respectively), on which such items have been made available on the SEC website or the website of the relevant analogous governmental or private regulatory authority or securities exchange.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 10.1.1 may instead be satisfied with respect to any financial statements and management's discussion and analysis of the Parent by furnishing the Parent's Form 10-K or 10-Q, as applicable, filed with the SEC or any securities exchange, in each case, within the time periods specified in such paragraphs and without any requirement to provide notice of such filing to the Agent or any Lender.

No financial statement required to be delivered pursuant to Section 10.1.1(a) or (b) shall be required to include acquisition accounting adjustments relating to the Transactions or any Permitted Acquisition or other Investment to the extent it is not practicable to include any such adjustments in such financial statement.

10.1.2. Existence. Except as otherwise permitted under Section 10.2.7, the Parent will, and will cause each of its Restricted Subsidiaries to, at all times preserve and keep in full force and effect its existence and all rights, franchises, licenses and permits material to its business, in each case except, other than with respect to the preservation of the existence of the Borrowers, to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect; provided that neither the Parent nor any of its Restricted Subsidiaries shall be required to preserve any such existence (other than with respect to the preservation of existence of the Borrowers), right, franchise, license or permit if a Responsible Officer of such Person or such Person's board of directors (or similar governing body) determines that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to the Lenders.

10.1.3. Payment of Taxes. The Parent will, and will cause each of its Restricted Subsidiaries to, pay all Taxes imposed upon it or any of its properties or assets or in respect of any of its income or businesses or franchises before any penalty or fine accrues thereon; provided that no such Tax need be paid if (a) it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (i) adequate reserves or other appropriate provisions, as are required in conformity with GAAP, have been made therefor and (ii) in the case of a Tax which has resulted or may result in the creation of a Lien on any of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such Tax or (b) failure to pay or discharge the same could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

10.1.4. Maintenance of Properties. The Parent will, and will cause each of its Restricted Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear and casualty and condemnation excepted, all property reasonably necessary to the normal conduct of business of the Parent and its Restricted Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof, in each case except as expressly permitted by this Agreement or where the failure to maintain such properties or make such repairs, renewals or replacements could not reasonably be expected to have a Material Adverse Effect.

10.1.5. Insurance. Parent will maintain or cause to be maintained, with financially sound and reputable insurers, (a) except where the failure to do so would not reasonably be expected to have a Material Adverse Effect, such insurance coverage with respect to liability, loss or damage in respect of the assets, properties and businesses of the Parent and its Restricted Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in Similar Businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons and (b) flood insurance with respect to each Flood Hazard Property, in each case in compliance with Flood Insurance Laws. Subject to **Section 8.6.2(a)** with respect to property insurance covering the ABL Collateral, each such policy of insurance shall (i) name the Agent on behalf of the Secured Parties as an additional insured (with respect to liability insurance) and (ii) (A) to the extent available from the relevant insurance carrier in the case of each casualty insurance policy (excluding any business interruption insurance policy), contain a mortgagee/lender's loss payable clause or endorsement that names the Agent, on behalf of the Secured Parties, as the mortgagee/lender's loss payee thereunder as its interests may appear and (B) to the extent available, provide for at least 30 days' prior written notice to the Agent of any modification or cancellation of such policy (or 10 days' prior written notice in the case of the failure to pay any premiums thereunder).

10.1.6. [Reserved].

10.1.7. Maintenance of Books and Records. The Parent will, and will cause its Restricted Subsidiaries to, maintain proper books of record and account containing entries of all material

financial transactions and matters involving the assets and business of the Parent and its Restricted Subsidiaries that are full, true and correct in all material respects and permit the preparation of consolidated financial statements in accordance with GAAP.

10.1.8. Compliance with Laws. The Parent will comply, and will cause each of its subsidiaries to comply, with (a) all applicable Requirements of Law (including applicable ERISA, PBA and Environmental Laws and except for applicable Sanctions, the PATRIOT Act, the Proceeds of Crime Act and Anti-Corruption Laws), except to the extent the failure of the Parent or the relevant Restricted Subsidiary to comply could not reasonably be expected to have a Material Adverse Effect, and (b) all applicable Sanctions, the PATRIOT Act, the Proceeds of Crime Act and Anti-Corruption Laws in all material respects; provided that the requirements set forth in this Section 10.1.8, as they pertain to compliance by any Foreign Subsidiary with applicable Sanctions, the PATRIOT ACT and other Anti-Terrorism Laws and Anti-Corruption Laws are subject to and limited by any Requirement of Law applicable to such Foreign Subsidiary in its relevant local jurisdiction. The Parent will maintain processes and procedures designed to promote and achieve compliance by the Parent, its subsidiaries and their respective directors, officers, employees and agents with applicable Anti-Corruption Laws and Sanctions.

10.1.9. Environmental.

(a) Environmental Disclosure. The Borrower Agent will deliver to the Agent:

(i) as soon as practicable following receipt thereof, copies of all environmental audits, investigations, analyses and reports of any kind or character, whether prepared by personnel of the Parent or any of its Restricted Subsidiaries or by independent consultants, governmental authorities or any other Persons, with respect to significant environmental matters at any Borrower's real property or with respect to any Environmental Claims that, in each case might reasonably be expected to have a Material Adverse Effect;

(ii) promptly upon the occurrence thereof, written notice describing in reasonable detail (A) any Release required to be reported by the Parent or any of its Restricted Subsidiaries to any federal, state or local governmental or regulatory agency under any applicable Environmental Laws that would reasonably be expected to have a Material Adverse Effect, (B) any remedial action taken by the Parent or any of its Restricted Subsidiaries or any other Person of which the Parent or any of its Restricted Subsidiaries has knowledge in response to (1) any Hazardous Materials Activity the existence of which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (2) any Environmental Claim that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect or (C) discovery by any Borrower of any occurrence or condition on any real property adjoining or in the vicinity of any Facility that would reasonably be expected to have a Material Adverse Effect;

(iii) as soon as practicable following the transmission or receipt thereof by the Parent or any of its Restricted Subsidiaries, a copy of any and all written communications with respect to (A) any Environmental Claim that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, (B) any Release required to be reported by the Parent or any of its Restricted Subsidiaries to any federal, state, provincial, territorial, municipal, local or foreign governmental or regulatory agency that would reasonably be expected to have a Material Adverse Effect, and (C) any request made to the Parent or any of its Restricted Subsidiaries for information from any governmental agency that suggests such agency is investigating whether the Parent or any of its Restricted Subsidiaries may be potentially responsible for any Hazardous Materials Activity that would reasonably be expected to have a Material Adverse Effect;

(iv) prompt written notice describing in reasonable detail (A) any proposed acquisition of stock, assets, or property by the Parent or any of its Restricted Subsidiaries that would reasonably be expected to expose the Parent or any of its Restricted Subsidiaries to, or result in, Environmental Claims that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (B) any proposed action to be taken by the Parent or any

of its Restricted Subsidiaries to modify current operations in a manner that would subject the Parent or any of its Restricted Subsidiaries to any additional obligations or requirements under any Environmental Law that are reasonably likely to have a Material Adverse Effect; and

(v) with reasonable promptness, such other documents and information as from time to time may be reasonably requested by the Agent in relation to any matters disclosed pursuant to this Section 10.1.9(a).

(b) Hazardous Materials Activities, Etc. The Parent shall promptly take, and shall cause each of its Restricted Subsidiaries promptly to take, any and all actions necessary to (i) cure any violation of applicable Environmental Laws by the Parent or its Restricted Subsidiaries, and address with appropriate corrective or remedial action any Release or threatened Release of Hazardous Materials at or from any Facility, in each case, that would reasonably be expected to have a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim against the Parent or any of its Restricted Subsidiaries and discharge any obligations it may have to any Person thereunder, in each case, where failure to do so would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

10.1.10. Designation of Subsidiaries. The Borrower Agent may at any time after the Closing Date designate (or redesignate) any subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately after giving effect to such designation, no Event of Default exists (including after giving effect to the reclassification of Investments in, Indebtedness of and Liens on the assets of, the applicable Restricted Subsidiary or Unrestricted Subsidiary) and (ii) as of the date of the designation thereof, no Unrestricted Subsidiary owns any Capital Stock in any Restricted Subsidiary of the Parent or holds any Indebtedness of or any Lien on any property of the Parent or its Restricted Subsidiaries (unless the Parent or such Restricted Subsidiary is permitted to incur such Indebtedness or grant such Lien in favor of such Unrestricted Subsidiary pursuant to Sections 10.2.1 and 10.2.2 and the relevant transaction with such Person is permitted pursuant to Section 10.2.9). The designation of any subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Parent (or its applicable Restricted Subsidiary) therein at the date of designation in an amount equal to the portion of the fair market value of the net assets of such subsidiary attributable to the Parent's (or its applicable Restricted Subsidiary's) equity interest therein as estimated by the Parent in good faith (and such designation shall only be permitted to the extent such Investment is permitted under Section 10.2.6). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the making, incurrence or granting, as applicable, at the time of designation of any then-existing Investment, Indebtedness or Lien of such Restricted Subsidiary, as applicable; provided that upon a re-designation of any Unrestricted Subsidiary as a Restricted Subsidiary, the Parent shall be deemed to continue to have an Investment in the resulting Restricted Subsidiary in an amount (if positive) equal to (a) the Parent's "Investment" in such Restricted Subsidiary at the time of such re-designation, less (b) the portion of the fair market value of the net assets of such Restricted Subsidiary attributable to the Parent's equity therein at the time of such re-designation. Notwithstanding anything contained herein to the contrary, in no event shall any Borrower be designated an Unrestricted Subsidiary without the consent of the Required Lenders.

10.1.11. Use of Proceeds. The Borrowers shall use the proceeds of the Loans on and after the Closing Date to finance the Transactions and the working capital needs and other general corporate purposes of the Parent and its subsidiaries (including for capital expenditures, acquisitions, working capital and/or purchase price adjustments, the payment of transaction fees and expenses, Investments, Restricted Payments, Restricted Debt Payments and any other purpose not prohibited by the terms of the Loan Documents). No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that would entail a violation of Regulation U or X. The Borrowers will not directly or, to their knowledge, indirectly, use the proceeds of the Loans or otherwise make available such proceeds (x) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law, (y) for the purpose of funding, financing or facilitating the activities, business or transaction of or with any Sanctioned Person, except to the extent permitted in compliance with applicable Sanctions or (z) in any manner that would result in the violation of any Sanction applicable to any party hereto.

10.1.12.Covenant to Guarantee Obligations and Give Security.

(a) Upon (i) the formation or acquisition after the Closing Date of any Restricted Subsidiary (other than an Excluded Subsidiary), (ii) the designation of any Unrestricted Subsidiary as a Restricted Subsidiary (other than an Excluded Subsidiary), (iii) any Restricted Subsidiary that is not otherwise an Obligor (other than a Restricted Subsidiary that otherwise constitutes an Excluded Subsidiary) ceasing to be an Immaterial Subsidiary or (iv) any Restricted Subsidiary that was an Excluded Subsidiary ceasing to be an Excluded Subsidiary, (x) if the event giving rise to the obligation under this Section 10.1.12(a) occurs during the first three Fiscal Quarters of any Fiscal Year, on or before the date on which financial statements are required to be delivered pursuant to Section 10.1.1(a) for the Fiscal Quarter in which the relevant formation, acquisition, designation or cessation occurred or (y) if the event giving rise to the obligation under this Section 10.1.12(a) occurs during the fourth Fiscal Quarter of any Fiscal Year, on or before the date that is 60 days after the end of such Fiscal Quarter (or, in the cases of clauses (x) and (y), such longer period as the Agent may reasonably agree), the Parent shall (A) cause such Restricted Subsidiary (other than any Excluded Subsidiary) to comply with the requirements set forth in the definition of “Collateral and Guarantee Requirement” and (B) upon the reasonable request of the Agent, cause such Restricted Subsidiary (other than any Excluded Subsidiary) to deliver to the Agent a signed copy of a customary opinion of counsel for such Restricted Subsidiary, addressed to the Agent and the other relevant Secured Parties.

(b) Any Restricted Subsidiary that is a Guarantor, or that is required to be become an Obligor in accordance with clause (a) above may, at the request of the Borrower Agent, and subject to the consent of the Agent, (i) become a U.S. Borrower if such Restricted Subsidiary is a U.S. Subsidiary, (ii) become a Canadian Borrower if such Restricted Subsidiary is a Canadian Subsidiary, and (iii) become a U.K./Dutch Borrower if such Restricted Subsidiary is a U.K. Subsidiary or a Dutch Subsidiary, in each case, subject to: (x) receipt by each Lender of all documentation and other information regarding such Restricted Subsidiary as may be required to comply with the applicable “know your customer” rules and regulations under each applicable Requirement of Law; and (y) satisfactory completion by Agent of diligence (including field exams and/or appraisals) deemed necessary by Agent. Agent and Borrower Agent shall be permitted to make such technical amendments to this Agreement as shall be necessary to reflect the accession of any such additional Borrowers without the consent of any Lender or any other Person. This clause shall supersede any provisions in Section 14.1 to the contrary.

(c) [Reserved].

(d) Notwithstanding anything to the contrary herein or in any other Loan Document, it is understood and agreed that:

(i) the Agent may grant extensions of time (including, after the expiration of any relevant period, which apply retroactively) for the creation and perfection of security interests in, or obtaining of any legal opinion, insurance or other deliverable with respect to, particular assets or the provision of any Loan Guaranty by any Restricted Subsidiary, and each Lender hereby consents to any such extension of time;

(ii) any Lien required to be granted or perfected from time to time pursuant to the definition of “Collateral and Guarantee Requirement” and/or any action requested in connection therewith shall be subject to the exceptions and limitations set forth in the Security Documents and any applicable intercreditor agreement;

(iii) [reserved];

(iv) [reserved];

(v) [reserved];

(vi) in no event will (A) the Collateral include any Excluded Property (other than in respect of any English law governed floating charge granted by a U.K. Domiciled Obligor under a U.K. Security Agreement) or (B) any Excluded Subsidiary be required to become an

Obligor; provided that notwithstanding the foregoing, the Parent may, with the consent of the Agent (not to be unreasonably withheld or delayed), elect to cause any Restricted Subsidiary that is an Excluded Subsidiary to provide a Loan Guaranty with respect to any or all of the Obligations by causing such Restricted Subsidiary to execute a Joinder Agreement (and in the case of any Foreign Subsidiary to grant perfected liens on substantially all of its assets (other than Excluded Property (except for in respect of any English law governed floating charge granted by a U.K. Domiciled Obligor under a U.K. Security Agreement)) to the Agent pursuant to documentation reasonably agreed between the Agent and the Parent), and any such Restricted Subsidiary shall be an Obligor with respect to the applicable Obligations for all purposes hereunder; it being understood and agreed that Parent may elect to join any Restricted Subsidiary that is not required to be or become an Obligor as an Obligor solely because such Restricted Subsidiary is an Immaterial Subsidiary without (x) the consent of the Agent or (y) delivery of a customary opinion of counsel;

(vii) no action shall be required to perfect any Lien with respect to (A) any vehicle or other asset subject to a certificate of title, and any retention of title, extended retention of title right, or similar right, (B) any Letter-of-Credit Right or (C) the Capital Stock of any Immaterial Subsidiary, in each case to the extent that a security interest therein cannot be perfected by filing a Form UCC-1 or PPSA (or similar) financing statement;

(viii) no action shall be required to perfect a Lien in any asset in respect of which the perfection of a security interest therein would (A) be prohibited by enforceable anti-assignment provisions set forth in any contract that is permitted or otherwise not prohibited by the terms of this Agreement and, other than in the case of capital leases, purchase money and similar financings and restrictions on cash deposits, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof, (B) violate the terms of any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement and, other than in the case of capital leases, purchase money and similar financings and restrictions on cash deposits, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof, in each case, after giving effect to the applicable anti-assignment provisions of the UCC, the PPSA or other applicable Requirements of Law or (C) trigger termination of any contract relating to such asset that is permitted or otherwise not prohibited by the terms of this Agreement and, other than in the case of capital leases, purchase money and similar financings and restrictions on cash deposits, is binding on such asset at the time of its acquisition and not incurred in contemplation thereof pursuant to any "change of control" or similar provision, it being understood that the Collateral shall include any proceeds and/or receivables arising out of any contract described in this clause to the extent the assignment of such proceeds or receivables is expressly deemed effective under the UCC, the PPSA or other applicable Requirements of Law notwithstanding the relevant prohibition, violation or termination right;

(ix) no Obligor shall be required to perfect a security interest in any asset to the extent the perfection of a security interest in such asset would be prohibited under any applicable Requirement of Law;

(x) any joinder or supplement to any Loan Guaranty, any Security Document and/or any other Loan Document executed by any Restricted Subsidiary that is required to become an Obligor pursuant to Section 10.1.12(a) above (including any Joinder Agreement) may, with the consent of the Agent (not to be unreasonably withheld or delayed), include such schedules (or updates to schedules) as may be necessary to qualify any representation or warranty set forth in any Loan Document to the extent necessary to ensure that such representation or warranty is true and correct to the extent required thereby or by the terms of any other Loan Document;

(xi) the Agent shall not require the taking of a Lien on, or require the perfection of any Lien granted in, any asset as to which the cost of obtaining or perfecting such Lien (including any mortgage, stamp, recording, intangibles or other tax or expenses relating to such Lien) outweighs the benefit to the Lenders of the security afforded thereby as reasonably determined by the Parent and the Agent; and

(xii) the Agent and the Parent may execute and/or consent to such easements, covenants, subdivisions, rights of way or similar instruments (and Agent may agree to subordinate the lien of any mortgage to any such easement, covenant, subdivision, right of way or similar instrument or record or may agree to recognize any tenant pursuant to an agreement in a form and substance reasonably acceptable to the Agent), as are reasonable or necessary in connection with any project or transactions otherwise permitted hereunder.

10.1.13. Post-Closing Covenants. Except as otherwise agreed by the Agent in its reasonable discretion, the Parent shall, and shall cause each of the other Obligor to, deliver each of the documents, instruments and agreements and take each of the actions set forth on Schedule 10.1.13, if any, within the time periods set forth therein (or such longer time periods as determined by the Agent in its reasonable discretion).

10.1.14. Further Assurances. Promptly upon request of the Agent and subject to the limitations described in Section 10.1.12:

(a) The Parent will, and will cause each other Obligor to, execute any and all further documents, financing statements, agreements, instruments, notices and acknowledgments and take all such further actions (including the filing and recordation of financing statements, fixture filings, Mortgages and/or amendments thereto and other documents), in each case that may be required under any applicable law and which the Agent may reasonably request to ensure the perfection and priority of the Liens created or intended to be created under the Security Documents (but subject to the limitations set forth in Section 10.1.12 and the Security Documents), all at the expense of the relevant Obligor.

(b) The Parent will, and will cause each other applicable Obligor to, (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Security Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts (including notices to third parties), deeds, assurances and other instruments, in each case as the Agent may reasonably request from time to time in order to ensure the creation, perfection and priority of the Liens created or intended to be created under the Security Documents (but subject to the limitations set forth in Section 10.1.12 and the Security Documents).

10.1.15. [Reserved].

10.1.16. [Reserved].

10.1.17. Inspections; Appraisals.

(a) Permit Agent from time to time, subject (except when a Default or Event of Default exists) to reasonable notice and normal business hours, to visit and inspect the Properties of any Borrower or Restricted Subsidiary, inspect, audit and make extracts from any Borrower's or Restricted Subsidiary's books and records, and discuss with its officers, employees, agents, advisors and independent accountants such Borrower's or Restricted Subsidiary's business, financial condition, assets, prospects and results of operations. Lenders may participate in any such visit or inspection, at their own expense. Neither Agent nor any Lender shall have any duty to any Borrower to make any inspection, nor to share any results of any inspection, appraisal or report with any Borrower. Borrowers acknowledge that all inspections, appraisals and reports are prepared by Agent and Lenders for their purposes, and Borrowers shall not be entitled to rely upon them.

(b) Reimburse Agent for all reasonable and documented charges, costs and expenses of Agent in connection with (i) examinations of any Obligor's books and records or any other financial or Collateral matters as Agent deems appropriate, up to one time per calendar year (or up to two times during such calendar year if Availability on any day during such year is less than, at any time, an amount equal to 15% of the Maximum Facility Amount); (ii) appraisals of Inventory, up to one time per calendar year (or up to two times during such calendar year if Availability on any day during such year is less than, at any time, an amount equal to 15% of the Maximum Facility Amount); (iii) appraisals of Intellectual Property (other than Excluded Intellectual Property), up to one time per calendar year (or up to two times

during such calendar year if Availability on any day during such year is less than, at any time, an amount equal to 15% of the Maximum Facility Amount); (iv) ~~appraisals of Toptracer Bays, up to one time per calendar year (or up to two times during such calendar year if Availability on any day during such year is less than, at any time, an amount equal to 15% of the Maximum Facility Amount)~~ [reserved]; and (v) appraisals of the Real Estate located at 2180 Rutherford Road, Carlsbad, CA 92008, up to one time per calendar year; provided, however, that if an examination or appraisal is initiated during a Default or Event of Default, all reasonable and documented charges, costs and expenses therefor shall be reimbursed by Borrowers without regard to such limits. Borrowers agree to pay Agent's then standard charges for examination activities, including the standard charges of Agent's internal examination and appraisal groups, as well as the charges of any third party used for such purposes.

10.1.18. Landlord and Storage Agreements. Upon request, provide Agent with copies of all existing agreements, and promptly after execution thereof provide Agent with copies of all future agreements, between an Obligor and any landlord, warehouseman, processor, shipper, bailee or other Person that owns any premises at which any Collateral may be kept or that otherwise may possess or handle any Collateral.

10.1.19. Licenses. (a) Keep each License affecting any Collateral (including the manufacture, distribution or disposition of Inventory) or any other material Property of Borrowers and Restricted Subsidiaries in full force and effect except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; (b) pay all Royalties when due except as would not materially adversely affect the value of the Collateral; and (c) notify Agent of any default or breach asserted by any Person to have occurred under any License which breach would materially adversely affect the value of the Collateral.

10.1.20. U.K. Pension Plans. Each U.K. Domiciled Obligor shall ensure that it is not and will not be and none of its U.K. subsidiaries will be at any time: (i) an employer (for the purposes of Sections 38 to 51 of the Pensions Act 2004 of the United Kingdom) of an occupational pension scheme which is not a money purchase scheme (as those terms are defined in the Pension Schemes Act 1993 of the United Kingdom); or (ii) "**connected**" with or an "**associate**" of the Parent or any of its Subsidiaries which is an employer (as those terms are used in Sections 38 or 43 of the Pensions Act 2004 of the United Kingdom) in relation to an occupational pension scheme in the United Kingdom which is not a money purchase scheme.

10.1.21. People with Significant Control Regime. Parent and each of its Restricted Subsidiaries shall (a) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporated in the United Kingdom whose shares are the subject of a Lien in favor of the Agent, and (b) promptly provide the Agent with a copy of such notice.

10.2 Negative Covenants. As long as any Commitments or Obligations are outstanding, each Obligor shall not, and shall cause each Restricted Subsidiary not to:

10.2.1. Indebtedness. The Parent shall not, nor shall it permit any of its Restricted Subsidiaries to create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

(a) the Obligations;

(b) Indebtedness of Parent to any Restricted Subsidiary and/or of any Restricted Subsidiary to Parent or any other Restricted Subsidiary; provided that in the case of (i) any Indebtedness of any Restricted Subsidiary that is not an Obligor owing to any Obligor, such Indebtedness shall be permitted as an Investment by Section 10.2.6 and/or (ii) any Indebtedness of any Obligor owing to any Restricted Subsidiary that is not an Obligor must be expressly subordinated to the Obligations of such Obligor on terms that are reasonably acceptable to the Agent;

(c) ~~Topgolf Location Indebtedness consisting of:~~ [reserved];

~~(i) mortgage financings, in an aggregate outstanding principal amount not to exceed the greater of \$155,000,000 and 27.5% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period;~~

~~(ii) Specified Capital Lease Obligations; and/or~~

~~(iii) to the extent constituting Indebtedness, operating lease liabilities, finance lease liabilities and deemed landlord financing liabilities;~~

(d) Indebtedness arising from any agreement providing for indemnification, adjustment of purchase price, deferred purchase price or similar obligations (including contingent earn-out obligations) incurred in connection with any Disposition permitted hereunder, any acquisition or other Investment permitted hereunder or consummated prior to the Closing Date or any other purchase of assets or Capital Stock, and Indebtedness arising from guaranties, letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments securing the performance of the Parent or any such Restricted Subsidiary pursuant to any such agreement;

(e) Indebtedness of the Parent and/or any Restricted Subsidiary (i) pursuant to tenders, statutory obligations, bids, leases, governmental contracts, trade contracts, surety, stay, customs, appeal, performance and/or return of money bonds or other similar obligations incurred in the ordinary course of business and (ii) in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments to support any of the foregoing items;

(f) Indebtedness of the Parent and/or any Restricted Subsidiary in respect of Bank Products and incentive, supplier finance or similar programs;

(g) (i) guaranties by the Parent and/or any Restricted Subsidiary of the obligations of suppliers, customers, landlords and licensees in the ordinary course of business, (ii) Indebtedness incurred in the ordinary course of business in respect of obligations of the Parent and/or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services and (iii) Indebtedness in respect of letters of credit, bankers' acceptances, bank guaranties or similar instruments supporting trade payables, warehouse receipts or similar facilities entered into in the ordinary course of business;

(h) Contingent Obligations by the Parent and/or any Restricted Subsidiary of Indebtedness or other obligations of the Parent, any Restricted Subsidiary and/or any joint venture with respect to Indebtedness otherwise permitted to be incurred pursuant to this Section 10.2.1 or other obligations not prohibited by this Agreement; provided that in the case of any Contingent Obligation by any Obligor of the obligations of any non-Obligor, the related Investment is permitted under Section 10.2.6;

(i) (A) Indebtedness of the Parent and/or any Restricted Subsidiary existing, or pursuant to commitments existing, on the Closing Date; provided that any such Indebtedness or commitment having an aggregate outstanding principal amount in excess of \$10,000,000 on the Closing Date is described on Schedule 10.2.1 and (B) intercompany Indebtedness existing on the Closing Date;

(j) Indebtedness of Restricted Subsidiaries that are not Obligor; provided that the aggregate outstanding principal amount of such Indebtedness shall not exceed the greater of ~~\$15,000,000~~ \$2,000,000 and 20% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period;

(k) Indebtedness of the Parent and/or any Restricted Subsidiary consisting of obligations owing under incentive, supply, service, license or similar agreements entered into in the ordinary course of business;

(l) Indebtedness of the Parent and/or any Restricted Subsidiary consisting of (i) the financing of insurance premiums, (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business and/or (iii) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(m) Indebtedness of the Parent and/or any Restricted Subsidiary with respect to Capital Leases and purchase money Indebtedness ~~(other than Specified Capital Lease Obligations)~~ in an aggregate outstanding principal amount not to exceed the greater of \$~~15,000,000~~ 52,000,000 and 20% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period;

(n) Indebtedness that has been Discharged and/or Escrowed Indebtedness;

(o) Indebtedness issued by the Parent or any Restricted Subsidiary to any stockholder of Parent or any current or former director, officer, employee, member of management, manager or consultant of Parent or any subsidiary (or their respective Immediate Family Members) to finance the purchase or redemption of Capital Stock of Parent permitted by Section 10.2.4(a);

(p) Indebtedness refinancing, refunding or replacing any Indebtedness permitted under clauses ~~(e), (i)~~, (j), (m), (q), (r), (t), (u), (v), (w), (x), (y) and/or (z) of this Section 10.2.1 (in any case, including any refinancing Indebtedness incurred in respect thereof, “Refinancing Indebtedness”) and any subsequent Refinancing Indebtedness in respect thereof; provided that

(i) the principal amount of such Indebtedness does not exceed the principal amount of the Indebtedness being refinanced, refunded or replaced, except by (A) an amount equal to unpaid accrued interest, penalties and premiums (including tender premiums) thereon plus underwriting discounts, other reasonable and customary fees, commissions and expenses (including upfront fees, original issue discount or initial yield payments) incurred in connection with the relevant refinancing, refunding or replacement and the related refinancing transaction, (B) an amount equal to any existing commitment unutilized thereunder and (C) additional amounts permitted to be incurred pursuant to this Section 10.2.1 (provided that (1) any additional amount incurred in reliance on this clause (C) shall constitute a utilization of the relevant basket or exception pursuant to which such additional amount is permitted and (2) if such additional Indebtedness is secured, the Lien securing such Indebtedness satisfies the applicable requirements of Section 10.2.2),

(ii) other than in the case of Refinancing Indebtedness (x) with respect to clauses ~~(e), (i)~~, (j), (m), (r), (u), (v) and/or (y) or (y) in an aggregate principal amount not to exceed the Maturity Limitation Excluded Amount, (A) such Indebtedness has a final maturity on or later than (and, in the case of revolving Indebtedness does not require mandatory commitment reductions, if any, prior to) the final maturity of the Indebtedness being refinanced, refunded or replaced and (B) other than with respect to revolving Indebtedness, a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of the Indebtedness being refinanced, refunded or replaced; provided that this clause (ii) shall not apply to Customary Bridge Loans,

(iii) the terms of any Refinancing Indebtedness (other than Refinancing Indebtedness with respect to clauses ~~(e), (i)~~, (j), (m), (r), (u), (v) and/or (y)) with an original principal amount in excess of the Threshold Amount (excluding, to the extent applicable, pricing (including any “MFN” provision), fees, premiums, rate floors, optional prepayment, redemption terms or subordination terms and, with respect to Refinancing Indebtedness incurred in respect of Indebtedness permitted under clause (t) below, security), are not, taken as a whole (as determined by the Borrower Agent in good faith), materially more favorable to the lenders providing such Indebtedness than those applicable to the Indebtedness being refinanced, refunded or replaced (other than (A) any covenant or other provision applicable only to periods after the applicable maturity date of the debt then-being refinanced as of such date, (B) any covenant or provision which is, in the good faith determination of the Borrower Agent, a then-current market term for the applicable type of Indebtedness, or (C) solely in the case of Refinancing Indebtedness that is

unsecured, any terms that reflect market terms and conditions (taken as a whole) for issuances of “high yield” securities at the time of incurrence or issuance (as determined by the Borrower Agent in good faith) ~~or (D) any covenant or other provision applicable under the documentation governing any Topgolf Location Indebtedness~~,

(iv) in the case of Refinancing Indebtedness with respect to Indebtedness permitted under ~~clauses (e)-(j)~~, (m), (g) (solely as it relates to Indebtedness incurred in reliance on the “Fixed Incremental Amount” as defined in the Term Loan Facility Agreement as in effect on the date hereof), (r), (u), (v) and (z) (solely as it relates to Incremental Equivalent Debt incurred in reliance on clause (a) of the definition of “Incremental Cap” in the Term Loan Facility Agreement) of this Section 10.2.1, the incurrence thereof shall be without duplication of any amount outstanding in reliance on the relevant clause,

(v) except in the case of Replacement Debt, (A) such Indebtedness, if secured, is secured only by Permitted Liens at the time of such refinancing, refunding or replacement (it being understood that secured Indebtedness may be refinanced with unsecured Indebtedness), and if the Liens securing such Indebtedness were originally contractually subordinated to the Liens on the Collateral securing the Obligations, the Liens securing such Indebtedness are subordinated to the Liens on the Collateral securing the Obligations on terms not materially less favorable (as determined by the Borrower Agent in good faith), taken as a whole, to the Lenders than those (x) applicable to the Liens securing the Indebtedness being refinanced, refunded or replaced, taken as a whole, or (y) set forth in any applicable agreement, (B) such Indebtedness is incurred by the obligor or obligors in respect of the Indebtedness being refinanced, refunded or replaced, except to the extent otherwise permitted pursuant to Section 10.2.1 (it being understood that any entity that was a guarantor in respect of the relevant refinanced Indebtedness may be the primary obligor in respect of the refinancing Indebtedness, and any entity that was the primary obligor in respect of the relevant refinanced Indebtedness may be a guarantor in respect of the refinancing Indebtedness and any Obligor may guaranty the obligations of any other Obligor), and (C) if the Indebtedness being refinanced, refunded or replaced was expressly contractually subordinated to the Obligations in right of payment, (x) such Indebtedness is contractually subordinated to the Obligations in right of payment, or (y) if not contractually subordinated to the Obligations in right of payment, the purchase, defeasance, redemption, repurchase, repayment, refinancing or other acquisition or retirement of such Indebtedness is permitted under Section 10.2.4(b) (other than Section 10.2.4(b)(i)), and

(vi) in the case of Replacement Debt, (A) such Indebtedness is *pari passu* or junior in right of payment and, if secured, is secured on a senior, *pari passu* or junior basis on the Term Loan Collateral and/or a junior basis on the ABL Collateral; provided that any such Indebtedness that is secured shall be subject to the Intercreditor Agreement, (B) if the Indebtedness being refinanced, refunded or replaced is secured, it is not secured by any asset of the Parent and/or any Restricted Subsidiary other than the Collateral (as defined in the Term Loan Facility Agreement), and (C) if the Indebtedness being refinanced, refunded or replaced is guaranteed, it shall not be guaranteed by any Restricted Subsidiary other than one or more Obligor;

(q) additional Indebtedness of the Parent and/or any Restricted Subsidiary that is permitted under Section 6.01(q) of the Term Loan Facility Agreement as in effect on the date hereof (or, in the case of a refinancing or replacement of the Term Loan Facility Agreement, under and in accordance with comparable successor provisions of the documentation governing the replacement indebtedness so long as such provisions do not permit a greater amount of Indebtedness to be incurred and such provisions are otherwise not disadvantageous to the Lenders in any material respect as compared to the predecessor provisions included in the Term Loan Facility Agreement as in effect on the date hereof (as reasonably determined by Parent in good faith in consultation with Agent)); provided, that (i) to the extent any such Indebtedness that is incurred (but not assumed) is secured by a Lien on the ABL Collateral, such Liens on the ABL Collateral shall be junior to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement reasonably acceptable to Agent and (ii) such Indebtedness may be secured by Liens on the Term Loan Collateral that are senior to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement reasonably acceptable to Agent;

(r) Indebtedness pursuant to equipment financing and/or leases entered into by one or more of the Obligors, in an aggregate amount not to exceed the greater of ~~\$55,000,000~~26,000,000 and 10% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period at any time outstanding;

(s) Indebtedness of the Parent and/or any Restricted Subsidiary under any Derivative Transaction not entered into for speculative purposes;

(t) (i) Indebtedness incurred pursuant to the Term Loan Facility Agreement and the related credit documents in an aggregate principal amount not to exceed ~~\$1,250,000,000~~750,000,000, plus (ii) Indebtedness in respect of any Incremental Loans (as defined in the Term Loan Facility Agreement) made in accordance with the terms of the Term Loan Facility Agreement as in effect on the date hereof in an aggregate amount not to exceed the Incremental Cap (as defined in the Term Loan Facility Agreement as in effect on the date hereof) (or, in the case of a refinancing, refunding, replacement, renewal or extension of the Term Loan Facility Agreement, under and in accordance with comparable successor provisions of the documentation governing the replacement indebtedness so long as such provisions do not permit a greater amount of Indebtedness to be incurred (except as increased by an amount equal to accrued interest and fees, a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred) and such provisions are otherwise not disadvantageous to the Lenders in any material respect as compared to the predecessor provisions included in the Term Loan Facility Agreement as in effect on the date hereof (as reasonably determined by Parent in good faith in consultation with Agent));

(u) Indebtedness of the Parent and/or any Restricted Subsidiary in an aggregate outstanding principal amount not to exceed the greater of ~~\$185,000,000~~85,000,000 and 33% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period;

(v) Indebtedness consisting of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Parent and its subsidiaries in an aggregate amount not to exceed \$20,000,000 in any fiscal year of the Parent when combined with any Investments made pursuant to Section 10.2.6(p) during such fiscal year;

(w) additional Indebtedness of the Parent and/or any Restricted Subsidiary that is permitted under Section 6.01(w) of the Term Loan Facility Agreement as in effect on the ~~date hereof~~Fourth Amendment Effective Date (or, in the case of a refinancing or replacement of the Term Loan Facility Agreement, under and in accordance with comparable successor provisions of the documentation governing the replacement indebtedness so long as such provisions do not permit a greater amount of Indebtedness to be incurred and such provisions are otherwise not disadvantageous to the Lenders in any material respect as compared to the predecessor provisions included in the Term Loan Facility Agreement as in effect on the date hereof (as reasonably determined by Parent in good faith in consultation with Agent)); provided that (i) to the extent any such Indebtedness is secured by a Lien on the ABL Collateral, such Liens on the ABL Collateral shall be junior to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement reasonably acceptable to Agent and (ii) such Indebtedness may be secured by Liens on the Term Loan Collateral that are senior to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement reasonably acceptable to Agent;

(x) Indebtedness in respect of the Convertible Notes of the Parent in an aggregate principal amount not to exceed in the aggregate \$275,000,000 and guarantees thereof by the Obligors;

(y) Indebtedness of the Parent and/or any Restricted Subsidiary incurred in connection with any Sale and Lease-Back Transaction permitted pursuant to Section 10.2.8 (other than any Sale and Lease-Back Transaction consummated in reliance on Section 10.2.8(b)(iii));

(z) Incremental Equivalent Debt in an aggregate amount not to exceed the Incremental Cap (as defined in the Term Loan Facility Agreement as in effect on the date hereof) (or, in the case of a refinancing or replacement of the Term Loan Facility Agreement, under and in accordance

with comparable successor provisions of the documentation governing the replacement indebtedness so long as such provisions do not permit a greater amount of Indebtedness to be incurred and such provisions are otherwise not disadvantageous to the Lenders in any material respect as compared to the predecessor provisions included in the Term Loan Facility Agreement as in effect on the date hereof (as reasonably determined by Parent in good faith in consultation with Agent)); provided that (i) to the extent any such Indebtedness is secured by a Lien on the ABL Collateral, such Liens on the ABL Collateral shall be junior to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement reasonably acceptable to Agent and (ii) such Indebtedness may be secured by Liens on the Term Loan Collateral that are senior to the Liens of Agent pursuant to the Intercreditor Agreement or another intercreditor agreement reasonably acceptable to Agent;

(aa) Indebtedness (including obligations in respect of letters of credit, bank guarantees, bankers' acceptances, surety bonds, performance bonds or similar instruments with respect to such Indebtedness) incurred by the Parent and/or any Restricted Subsidiary in respect of workers compensation claims, unemployment, property, casualty or liability insurance (including premiums related thereto) or self-insurance, other reimbursement-type obligations regarding workers' compensation claims, other types of social security, pension obligations, vacation pay or health, disability or other employee benefits;

(ab) Indebtedness of the Parent and/or any Restricted Subsidiary representing (i) deferred compensation to directors, officers, employees, members of management, managers, and consultants of the Parent and/or any Restricted Subsidiary in the ordinary course of business and (ii) deferred compensation or other similar arrangements in connection with any Permitted Acquisition or any other Investment permitted hereby;

(ac) [reserved];

(ad) Indebtedness of the Parent or any Restricted Subsidiary supported by any letter of credit, bank guarantee or similar instrument permitted by this Section 10.2.1;

(ae) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Parent and/or any Restricted Subsidiary in the ordinary course of business to the extent that the unfunded amounts would not otherwise cause an Event of Default under Section 11.1(i);

(af) without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and charges with respect to Indebtedness of the Parent and/or any Restricted Subsidiary hereunder; and

(ag) customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business.

10.2.2. Liens. The Parent shall not, nor shall it permit any of its Restricted Subsidiaries to, create, incur, assume or permit or suffer to exist any Lien on or with respect to any property of any kind owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

(a) Liens securing the Obligations created pursuant to the Loan Documents;

(b) Liens for Taxes which (i) are not then due, (ii) if due, are not at such time required to be paid pursuant to Section 10.1.3 or (iii) are being contested in accordance with Section 10.1.3;

(c) statutory Liens (and rights of set-off) of landlords, carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by applicable Requirements of Law (and in case of supply agreements governed by German law, also contractually agreed (but not resulting from a breach of obligation or default under any provisions of such contract)), in each case incurred in the ordinary course of business (i) for amounts not yet overdue by more than 30 days, (ii) for amounts that are overdue by more than 30 days and that are being contested in good faith by appropriate

proceedings, so long as any reserves or other appropriate provisions required by GAAP have been made for any such contested amounts or (iii) with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect;

(d) Liens incurred (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security laws and regulations, (ii) in the ordinary course of business to secure the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds, completion guarantees and other similar obligations (exclusive of obligations for the payment of Borrowed Money), (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business securing (x) any liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty, liability or other insurance to the Parent and its subsidiaries or (y) leases or licenses of property otherwise permitted by this Agreement and (iv) to secure obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments posted with respect to the items described in clauses (i) through (iii) above;

(e) Liens consisting of survey exceptions, easements, rights-of-way, restrictions, covenants, conditions, declarations, encroachments, zoning restrictions and other defects or irregularities in title or environmental deed restrictions, in each case, which do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Parent and/or its Restricted Subsidiaries, taken as a whole;

(f) Liens consisting of any (i) interest or title of any owner, lessor or sub-lessor under any lease of real estate permitted hereunder, (ii) landlord lien permitted by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such owner, lessor or sub-lessor may be subject or (iv) subordination of the interest of the owner, lessee or sub-lessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(g) Liens (i) solely on any Cash earnest money or "certain funds" deposits (including as part of any escrow arrangement) made by the Parent and/or any of its Restricted Subsidiaries in connection with any letter of intent, offer, or purchase agreement with respect to any Investment permitted hereunder and (ii) consisting of (A) an agreement to Dispose of any property in a Disposition permitted under Section 10.2.7 and/or (B) the pledge of Cash as part of an escrow arrangement required in any Disposition permitted under Section 10.2.7;

(h) (i) purported Liens evidenced by the filing of UCC or PPSA financing statements or similar financing statements under applicable Requirements of Law relating solely to operating leases or consignment or bailee arrangements entered into in the ordinary course of business, and (ii) Liens arising from precautionary UCC or PPSA financing statements or similar filings;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens in connection with any zoning, building, environmental or similar Requirement of Law or right reserved to or vested in any Governmental Authority to control or regulate the use of, or any dimensions of real property or the structure thereon, including Liens in connection with any condemnation or eminent domain proceeding or compulsory purchase order;

(k) Liens securing Indebtedness permitted pursuant to Section 10.2.1(p) (solely with respect to the permitted refinancing of Indebtedness permitted pursuant to Sections 10.2.1(~~e~~), (~~f~~), (j), (~~m~~), (q), (~~r~~), (~~t~~), (~~u~~), (~~v~~), (~~w~~), (y), and (z)); provided that (i) no such Lien extends to any asset not covered by the Lien securing the Indebtedness that is being refinanced (it being understood that individual financings of the type permitted under Sections 10.2.1(~~e~~), (~~f~~) and/or (~~r~~) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates), after-acquired property that is affixed or incorporated into the property covered by such Lien and proceeds and products thereof, replacements thereof, accessions or additions thereto and improvements thereon and (ii) if the Lien securing the Indebtedness being refinanced was subject to intercreditor arrangements, then (A) the Lien securing any refinancing Indebtedness in respect thereof shall be subject to intercreditor

arrangements that are not materially less favorable to the Secured Parties, taken as a whole, than the intercreditor arrangements governing the Lien securing the Indebtedness that is refinanced or (B) the intercreditor arrangements governing the Lien securing the relevant refinancing Indebtedness shall be set forth in the Intercreditor Agreement;

(l) Liens existing on the Closing Date (provided that any such Lien securing Indebtedness or other obligations having an aggregate outstanding principal amount in excess of \$10,000,000 on the Closing Date are described on Schedule 10.2.2) and any modification, replacement, refinancing, renewal or extension thereof; provided that (i) no such Lien extends to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 10.2.1 and (B) proceeds and products thereof, replacements thereof, accessions or additions thereto and improvements thereon (it being understood that individual financings of the type permitted under Sections 10.2.1(~~(e)~~)(~~(m)~~) and/or (r) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates) and (ii) any such modification, replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens, if constituting Indebtedness, is permitted by Section 10.2.1;

(m) Liens arising out of Sale and Lease-Back Transactions permitted under Section 10.2.8;

(n) Liens securing Indebtedness permitted pursuant to Section 10.2.1(m); provided that any such Lien shall encumber only the asset acquired with the proceeds of such Indebtedness and proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon (it being understood that individual financings of the types permitted under Sections 10.2.1(~~(e)~~)(~~(m)~~) and/or (r) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates);

(o) Liens securing Indebtedness permitted under Section 10.2.1(t); provided that (x) with respect to Term Loan Collateral only, subject to the Intercreditor Agreement, such Liens may be senior to the Liens in favor of the Agent (and if such Liens are senior to the Liens in favor of the Agent with respect to Term Loan Collateral, then such Liens must be junior to the Liens in favor of the Agent with respect to Collateral not constituting Term Loan Collateral) and (y) such Indebtedness shall be subject to the Intercreditor Agreement or another customary intercreditor agreement reasonably acceptable to the Agent;

(p) (i) Liens that are contractual rights of setoff or netting relating to (A) the establishment of depositary relations with banks not granted in connection with the issuance of Indebtedness, (B) pooled deposit or sweep accounts of the Parent or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Parent or any Restricted Subsidiary, (C) purchase orders and other agreements entered into with customers of the Parent or any Restricted Subsidiary in the ordinary course of business and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business, (ii) Liens encumbering reasonable customary initial deposits and margin deposits, (iii) bankers Liens and rights and remedies as to Deposit Accounts, (iv) Liens of a collection bank arising under Section 4-208 of the UCC on items in the ordinary course of business, (v) Liens in favor of banking or other financial institutions arising as a matter of law or under customary general terms and conditions encumbering deposits or other funds maintained with a financial institution and that are within the general parameters customary in the banking industry or arising pursuant to such banking institution's general terms and conditions and/or (vi) Liens on the proceeds of any Indebtedness incurred in connection with any transaction permitted hereunder, which proceeds have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of such proceeds to finance such transaction (including, without limitation, any Lien arising by entering into standard banking arrangements (*AGB-Banken oder AGB-Sparkassen*) in Germany);

(q) Liens on assets and Capital Stock of Restricted Subsidiaries that are not Obligors (including Capital Stock owned by such Persons) securing Indebtedness of Restricted Subsidiaries that are not Obligors permitted pursuant to Section 10.2.1;

(r) Liens securing obligations (other than obligations representing Indebtedness for Borrowed Money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Parent and/or its Restricted Subsidiaries;

(s) Liens disclosed in any mortgage policy delivered pursuant to Section 5.12 of the Term Loan Facility Agreement (or, in the case of a refinancing or replacement of the Term Loan Facility Agreement, under and in accordance with comparable successor provisions of the documentation governing the replacement Indebtedness) with respect to any Material Real Estate Asset (as defined in the Term Loan Facility Agreement) (or, in the case of a refinancing or replacement of the Term Loan Facility Agreement, under and in accordance with comparable successor provisions of the documentation governing the replacement Indebtedness) and any replacement, extension or renewal of any such Lien; provided that (i) no such replacement, extension or renewal Lien shall cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal (and additions thereto, improvements thereon and the proceeds thereof) and (ii) such Liens do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Parent and/or its Restricted Subsidiaries, taken as a whole, or the use of the affected property for its intended purpose;

(t) Liens securing Indebtedness incurred in reliance on, and subject to the provisions set forth in, Section 10.2.1(q), (w) and/or (z);

(u) Liens on assets securing Indebtedness or other obligations in an aggregate principal amount at any time outstanding not to exceed the greater of ~~\$185,000,000~~ \$85,000,000 and 33% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period; provided, that any Lien on ABL Collateral that is granted in reliance on this clause (u) (other than ~~in the case of any Lien securing any Topgolf Location Indebtedness and/or~~ Indebtedness of the type described in Section 10.2.1(m)) shall be junior to the Liens of Agent on the ABL Collateral pursuant to an intercreditor agreement reasonably satisfactory to Agent;

(v) (i) Liens on assets securing judgments, awards, attachments and/or decrees and notices of lis pendens and associated rights relating to litigation being contested in good faith not constituting an Event of Default under Section 11.1(h) and (ii) any pledge and/or deposit securing any settlement of litigation;

(w) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which do not secure any Indebtedness;

(x) Liens on Securities that are the subject of repurchase agreements constituting Investments permitted under Section 10.2.6 arising out of such repurchase transaction;

(y) Liens securing obligations in respect of letters of credit, bank guaranties, surety bonds, performance bonds or similar instruments permitted under Sections 10.2.1(d), (e), (g), (aa) and (dd);

(z) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any asset in the ordinary course of business and permitted by this Agreement or (ii) by operation of law under Article 2 of the UCC (or similar Requirement of Law under any jurisdiction);

(aa) Liens (i) in favor of any Obligor and/or (ii) granted by any non-Obligor in favor of any Restricted Subsidiary that is not an Obligor, in the case of clauses (i) and (ii), securing intercompany Indebtedness permitted (or not restricted) under Section 10.2.1;

(ab) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(ac) Liens on specific items of inventory or other goods and the proceeds thereof securing the relevant Person's obligations in respect of documentary letters of credit or banker's

acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(ad) Liens securing (i) obligations of the type described in Section 10.2.1(f) and/or (ii) obligations of the type described in Section 10.2.1(s);

(ae) (i) Liens on Capital Stock of joint ventures or Unrestricted Subsidiaries securing capital contributions to, or obligations of, such Persons and (ii) customary rights of first refusal and tag, drag and similar rights in joint venture agreements and agreements with respect to non-Wholly-Owned Subsidiaries;

(af) Liens on cash or Cash Equivalents arising in connection with the defeasance, Discharge or redemption of Indebtedness;

(ag) ~~Liens arising under any Specified Facility Lease~~[reserved];

(ah) ~~Liens securing obligations of the type described in Section 10.2.1(c) to the extent such Liens are limited to the Topgolf location (and the assets related to such Topgolf location, including, if applicable, any Core Property) related to such Topgolf Location Indebtedness or such other obligations;~~[reserved];

(ai) Liens securing Indebtedness permitted under Section 10.2.1(r); provided that such Liens do not at any time encumber any property other than the property financed or leased by such Indebtedness and proceeds and products thereof, replacements, accessions or additions thereto and improvements thereon (it being understood that individual financings of the types permitted under Sections 10.2.1(c), (m) and/or (r) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates);

(aj) any Lien existing on any property or asset prior to the acquisition thereof or existing on any property or asset of any Person that becomes a Restricted Subsidiary after the date hereof prior to the time such Person becomes a Restricted Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Restricted Subsidiary, as the case may be, (ii) such Lien shall not apply to any other property or assets of such Restricted Subsidiary other than after-acquired property that is affixed or incorporated into the property covered by such Lien and proceeds and products thereof, replacements thereof, accessions or additions thereto and improvements thereon and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition or the date such Person becomes Restricted Subsidiary;

(ak) [reserved];

(al) [reserved]; and

(am) any Lien arising under the general terms and conditions (*Allgemeine Geschäftsbedingungen der Banken und Sparkassen*) in relation to bank accounts held in Germany.

10.2.3. [Reserved].

10.2.4. Restricted Payments; Restricted Debt Payment.

(a) The Parent shall not pay or make, directly or indirectly, any Restricted Payment, except that:

(i) [reserved];

(ii) the Parent may repurchase, redeem, retire or otherwise acquire or retire for value its Capital Stock or the Capital Stock of the Parent held by any future, present or former employee, director, member of management, officer, manager, consultant or independent

contractor (or any Affiliate or Immediate Family Member thereof) of the Parent or any subsidiary:

(A) so long as no Event of Default exists or would result therefrom, with Cash and Cash Equivalents (and including, to the extent constituting a Restricted Payment, amounts paid in respect of promissory notes issued to evidence any obligation to repurchase, redeem, retire or otherwise acquire or retire for value the Capital Stock of the Parent held by any future, present or former employee, director, member of management, officer, manager, consultant or independent contractor (or any Affiliate or Immediate Family Member thereof) of the Parent) in an amount not to exceed in any Fiscal Year the greater of ~~\$30,000,000~~ \$13,000,000 and 5% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period, which, if not used in such Fiscal Year, shall be carried forward to the immediately succeeding Fiscal Year (any amount so carried forward shall be deemed to be used last in such succeeding Fiscal Year);

(B) with the proceeds of any sale or issuance of, or any capital contribution in respect of, the Capital Stock of the Parent; or

(C) with the net proceeds of any key-man life insurance policy;

(iii) [reserved];

(iv) the Parent may make Restricted Payments (i) to make Cash payments in lieu of the issuance of fractional shares in connection with any dividend, split or combination thereof in connection with any Investment permitted hereunder or the exercise or vesting of warrants, options, restricted stock units or similar incentive interests or other securities convertible into or exchangeable for Capital Stock of the Parent or otherwise to honor a conversion requested by a holder thereof or (ii) consisting of (A) payments made or expected to be made in respect of withholding or similar Taxes payable by any future, present or former officers, directors, employees, members of management, managers, consultants or independent contractors of the Parent, any subsidiary of the Parent or any of their respective Immediate Family Members or Affiliates, (B) payments or other adjustments to outstanding Capital Stock in accordance with any management equity plan, stock option plan or any other similar employee benefit or incentive plan, agreement or arrangement in connection with any Restricted Payment and/or (C) repurchases of Capital Stock in consideration of the payments described in clauses (A) and/or (B) above, including demand repurchases, in the case of each of clauses (A), (B) and (C), in connection with the granting, exercise or vesting of stock options, restricted stock units or similar incentive interests;

(v) the Parent may repurchase or withhold Capital Stock upon the granting, exercise, vesting or settlement of warrants, options, restricted stock units, performance stock units or similar incentive interests, or other securities convertible into or exchangeable for Capital Stock if such Capital Stock represents all or a portion of the exercise price of, or tax withholdings with respect to, such warrants, options, restricted stock units, performance stock units or similar incentive interests, or other securities convertible into or exchangeable for Capital Stock;

(vi) [reserved];

(vii) so long as no Event of Default exists, the Parent may make Restricted Payments in an annual amount not to exceed the greater of (x) ~~\$50,000,000~~ \$50,000,000 and (y) 7.0% of Market Capitalization;

(viii) the Parent may make Restricted Payments to (i) redeem, repurchase, retire or otherwise acquire any Capital Stock ("Treasury Capital Stock") of the Parent and/or any Restricted Subsidiary in exchange for, or out of the proceeds of the substantially concurrent sale (other than to the Parent and/or any Restricted Subsidiary) of, Qualified Capital Stock of the

Parent or any Restricted Subsidiary and/or any capital contribution in respect of Qualified Capital Stock of the Parent and/or any Restricted Subsidiary ("Refunding Capital Stock") and (ii) declare and pay dividends on any Treasury Capital Stock out of the proceeds of the substantially concurrent sale (other than to the Parent or a Restricted Subsidiary) of any Refunding Capital Stock;

(ix) to the extent constituting a Restricted Payment, the Parent may consummate any transaction permitted by Section 10.2.6 (other than Sections 10.2.6(j) and (t)), Section 10.2.7 (other than Section 10.2.7(g)) and Section 10.2.9 (other than Sections 10.2.9(d) and (j));

(x) the Parent may make additional Restricted Payments in an aggregate amount not to exceed the greater of (x) ~~\$115,000,000~~ \$2,000,000 and (y) 20% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period less any amounts previously utilized under the General Restricted Debt Payment Basket (the "General RP Basket") so long as no Event of Default under Sections 11.1(a), (f) or (g) shall be continuing after giving effect to such Restricted Payment;

(xi) the Parent may pay any dividend or consummate any redemption within 60 days after the date of the declaration thereof or the provision of a redemption notice with respect thereto, as the case may be, if at the date of such declaration or notice, the dividend or redemption notice would have complied with the provisions hereof;

(xii) the Parent may make Restricted Payments constituting any part of a Permitted Reorganization;

(xiii) the Parent may make additional Restricted Payments; provided that (i) no Event of Default exists and (ii) either: (A) (1) on a Pro Forma Basis after giving effect to such Restricted Payment, Net Excess Availability has been greater than an amount equal to the Threshold Percentage of the Maximum Facility Amount at all times during the thirty (30) day period immediately prior to the making of such Restricted Payment, (2) Net Excess Availability is greater than an amount equal to the Threshold Percentage of the Maximum Facility Amount after giving effect to such Restricted Payment, and (3) the Fixed Charge Coverage Ratio, on a Pro Forma Basis after giving effect to such Restricted Payment (calculated on a trailing twelve month basis recomputed for the most recent month for which financial statements have been delivered) is not less than 1.0 to 1.0; or (B) (1) average daily Net Excess Availability, on a Pro Forma Basis after giving effect to such Restricted Payment, has been greater than an amount equal to 17.5% of the Maximum Facility Amount for the thirty (30) day period immediately prior to the making of such Restricted Payment and (2) Net Excess Availability is greater than an amount equal to 17.5% of the Maximum Facility Amount after giving effect to such Restricted Payment; and

(xiv) the Parent may make Restricted Payments consisting of the distribution, by dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to, the Parent or any Restricted Subsidiary by, any Unrestricted Subsidiary.

(b) the Parent shall not, nor shall it permit any Restricted Subsidiary to, make any prepayment, redemption or repurchase in Cash in respect of principal of or interest on any Junior Indebtedness (such Indebtedness, the "Restricted Debt"), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Restricted Debt, in each case, more than 180 days prior to the scheduled maturity date thereof (collectively, "Restricted Debt Payments"), except:

(i) any purchase, defeasance, redemption, repurchase, repayment or other acquisition or retirement of any Restricted Debt made by exchange for, or out of the proceeds of, Refinancing Indebtedness permitted by Section 10.2.1;

(ii) as part of a customary catch-up payment to the extent necessary to avoid any Restricted Debt from constituting an "applicable high yield discount obligation";

(iii) payments of regularly scheduled principal or regularly scheduled interest (including any penalty interest, if applicable) and payments of fees, expenses and indemnification obligations as and when due (other than payments with respect to Junior Indebtedness that are prohibited by the subordination provisions thereof);

(iv) Restricted Debt Payments in an aggregate amount not to exceed the greater of (x) ~~\$15,000,000~~ \$52,000,000 and (y) 20% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period less any amounts previously utilized under the General RP Basket (the "General Restricted Debt Payment Basket");

(v) (A) Restricted Debt Payments in exchange for, or with proceeds of any issuance of, Qualified Capital Stock of the Parent and/or any Restricted Subsidiary (other than Qualified Capital Stock issued or sold to the Parent and/or a Restricted Subsidiary of the Parent or an employee stock ownership plan or to a trust established by the Parent or any of its Restricted Subsidiaries for the benefit of their employees) and/or any capital contribution in respect of Qualified Capital Stock of the Parent and/or any Restricted Subsidiary, (B) Restricted Debt Payments as a result of the conversion of all or any portion of any Restricted Debt into Qualified Capital Stock of the Parent and/or any Restricted Subsidiary and (C) to the extent constituting a Restricted Debt Payment, payment-in-kind interest with respect to any Restricted Debt that is permitted under Section 10.2.1;

(vi) [reserved]; and

(vii) additional Restricted Debt Payments; provided that (i) no Event of Default exists and (ii) either: (A) (1) on a Pro Forma Basis after giving effect to such Restricted Debt Payment, Net Excess Availability has been greater than an amount equal to the Threshold Percentage of the Maximum Facility Amount at all times during the thirty (30) day period immediately prior to the making of such Restricted Debt Payment, (2) Net Excess Availability is greater than an amount equal to the Threshold Percentage of the Maximum Facility Amount after giving effect to such Restricted Debt Payment, and (3) the Fixed Charge Coverage Ratio, on a Pro Forma Basis after giving effect to such Restricted Debt Payment (calculated on a trailing twelve month basis recomputed for the most recent month for which financial statements have been delivered) is not less than 1.0 to 1.0; or (B) (1) average daily Net Excess Availability, on a Pro Forma Basis after giving effect to such Restricted Debt Payment, has been greater than an amount equal to 17.5% of the Maximum Facility Amount for the thirty (30) day period immediately prior to the making of such Restricted Debt Payment and (2) Net Excess Availability is greater than an amount equal to 17.5% of the Maximum Facility Amount after giving effect to such Restricted Debt Payment.

10.2.5. Burdensome Agreements. Except as provided herein or in any other Loan Document, any Term Loan Document, any document with respect to any "Incremental Equivalent Debt" (as defined herein) and/or in any agreement with respect to any refinancing, renewal or replacement of such Indebtedness that is permitted by Section 10.2.1, the Parent shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into or cause to exist any agreement restricting the ability of (x) any Restricted Subsidiary of the Parent that is not an Obligor to pay dividends or other distributions to the Parent or any Obligor, (y) any Restricted Subsidiary that is not an Obligor to make cash loans or advances to the Parent or any Obligor or (z) any Obligor to create, permit or grant a Lien on any of its properties or assets to secure the Obligations, except:

(a) set forth in any agreement governing (i) Indebtedness of a Restricted Subsidiary that is not an Obligor permitted by Section 10.2.1, (ii) Indebtedness permitted by Section 10.2.1 that is secured by a Permitted Lien if the relevant restriction applies only to the Person obligated under such Indebtedness and its Restricted Subsidiaries or the assets intended to secure such Indebtedness and (iii) Indebtedness permitted pursuant to clauses ~~(e), (f)~~, (m), (p) (as it relates to Indebtedness in respect of clauses (a), ~~(e), (f)~~(A), (m), (q), (r), (u), (w), (x) and/or (y) of Section 10.2.1), (q), (r), (t), (u), (w) and/or (y) of Section 10.2.1;

(b) arising under customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses, joint venture agreements and other agreements entered into in the ordinary course of business;

(c) that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of, any option or right with respect to any assets or Capital Stock not otherwise prohibited under this Agreement;

(d) that are assumed in connection with any acquisition of property or the Capital Stock of any Person, so long as the relevant encumbrance or restriction relates solely to the Person and its subsidiaries (including the Capital Stock of the relevant Person or Persons) and/or property so acquired and was not created in connection with or in anticipation of such acquisition;

(e) (i) set forth in any agreement for any Disposition of any Restricted Subsidiary (or all or substantially all of the assets thereof) that restricts the payment of dividends or other distributions or the making of cash loans or advances by such Restricted Subsidiary pending such Disposition and/or (ii) provisions limiting the Disposition or distribution of assets or property in sale-leaseback agreements, sale agreements and similar agreements, which limitation is applicable only to the assets that are the subject of such agreements (or the Persons the Capital Stock of which is the subject of such agreement);

(f) set forth in provisions in agreements or instruments which prohibit the payment of dividends or the making of other distributions with respect to any class of Capital Stock of a Person other than on a pro rata basis;

(g) imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements, including provisions limiting the Disposition or distribution of assets or property in joint venture agreements that are applicable only to the assets that are the subject of such agreements (or the Capital Stock of which is the subject of such agreement);

(h) on Cash, other deposits or net worth or similar restrictions imposed by any Person under any contract entered into in the ordinary course of business or for whose benefit such Cash, other deposits or net worth or similar restrictions exist;

(i) set forth in documents which exist on the Closing Date and were not created specifically in contemplation thereof;

(j) arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be incurred after the Closing Date if the relevant restrictions, taken as a whole, are not materially less favorable to the Lenders than the restrictions contained in this Agreement, taken as a whole (as determined in good faith by the Borrower Agent);

(k) arising under or as a result of applicable Requirements of Law or the terms of any license, authorization, concession or permit;

(l) arising in any Hedging Agreement and/or any agreement relating to any Bank Product Debt (and/or any other obligation of the type described in Section 10.2.1(f));

(m) ~~arising in any Specified Facility Lease and/or any other document or agreement relating to any Topgolf Location Indebtedness and/or any obligation not constituting Indebtedness relating to the financing of Topgolf locations;~~[\[reserved\]](#);

(n) customary subordination and/or subrogation provisions set forth in documentation related to obligations of the type permitted by Sections 10.2.1(e), (g), (h), (k), (aa) and/or (dd) (not relating to Indebtedness for Borrowed Money) or other obligations not constituting Indebtedness, in each case that are entered into in the ordinary course of business;

(o) set forth in any agreement relating to any Permitted Lien that limits the right of the Parent and/or any Restricted Subsidiary to Dispose of or encumber the assets subject thereto; and/or

(p) imposed by any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of any contract, instrument or obligation referred to in clauses (a) through (o) above; provided that no such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower Agent, more restrictive with respect to such restrictions, taken as a whole, than those in existence prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

10.2.6. Investments. The Parent shall not, nor shall it permit any of its Restricted Subsidiaries to, make or own any Investment in any other Person except:

(a) Cash or Investments that were Cash Equivalents at the time made;

(b)

(i) Investments existing on the Closing Date in any subsidiary and/or any Existing Joint Venture,

(ii) Investments by: (A) a U.S. Domiciled Obligor in another U.S. Domiciled Obligor; and (B) any Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor in a U.S. Domiciled Obligor, Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor;

(iii) Investments made after the Closing Date (A) by any Obligor in any Restricted Subsidiary that is not an Obligor or (B) by any Obligor in any other Obligor that is not permitted by clause (ii) above, in an aggregate outstanding amount not to exceed the greater of ~~\$225,000,000~~ **103,000,000** and 40% of Consolidated Adjusted EBITDA of Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period,

(iv) Investments made by any Obligor and/or any Restricted Subsidiary that is not an Obligor in the form of any contribution or Disposition of the Capital Stock of any Person that is not an Obligor, and

(v) Investments made by any Restricted Subsidiary that is not an Obligor in any Obligor and/or any Restricted Subsidiary that is not an Obligor;

(c) Investments (i) constituting deposits, prepayments and/or other credits to distributors, suppliers, licensors and landlords, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and/or (iii) in the form of advances made to distributors, suppliers, landlords, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies and services to the Parent or any Restricted Subsidiary;

(d) [reserved];

(e) (i) Permitted Acquisitions and (ii) any Investment in any Restricted Subsidiary that is not an Obligor in an amount required to permit such Restricted Subsidiary to consummate a Permitted Acquisition, or make an Investment in any other Restricted Subsidiary to consummate, a Permitted Acquisition;

(f) Investments (i) existing on, or contractually committed to or contemplated as of, the Closing Date and, to the extent the amount of any such Investment exceeds \$10,000,000 on the Closing Date, described on Schedule 10.2.6 and (ii) any modification, replacement, renewal or extension of any Investment described in clause (i) above so long as no such modification, renewal or extension

increases the amount of such Investment except by the terms thereof or as otherwise permitted by this Section 10.2.6;

(g) Investments received in lieu of Cash in connection with any Disposition permitted by Section 10.2.7 or any other disposition of assets not constituting a Disposition;

(h) loans or advances to present or former employees, directors, members of management, officers, managers or consultants or independent contractors (or their respective Immediate Family Members) of the Parent, its subsidiaries and/or any joint venture to the extent permitted by Requirements of Law, in connection with such Person's purchase of Capital Stock of the Parent, either (i) in an aggregate principal amount not to exceed \$5,000,000 at any one time outstanding or (ii) so long as the proceeds of such loan or advance are substantially contemporaneously contributed to the Parent for the purchase of such Capital Stock;

(i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(j) Investments consisting of (or resulting from) Indebtedness permitted under Section 10.2.1 (other than Indebtedness permitted under Sections 10.2.1(b) and (h)), Permitted Liens, Restricted Payments permitted under Section 10.2.4 (other than Section 10.2.4(a)(ix)), Restricted Debt Payments permitted by Section 10.2.4 and mergers, consolidations, amalgamations, liquidations, windings up, dissolutions or Dispositions permitted by Section 10.2.7 (other than Section 10.2.7(a) (if made in reliance on subclause (ii)(B) of the proviso thereto), Section 10.2.7(b) (if made in reliance on clause (ii) therein), Section 10.2.7(c)(ii) (if made in reliance on clause (B) therein) and Section 10.2.7(g));

(k) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(l) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other account debtors arising in the ordinary course of business, (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment and/or (iv) as a result of the settlement, compromise, resolution of litigation, arbitration or other disputes;

(m) loans and advances of payroll payments or other compensation to present or former employees, directors, members of management, officers, managers, consultants or independent directors of the Parent and/or any subsidiary in the ordinary course of business;

(n) Investments to the extent that payment therefor is made with Qualified Capital Stock of the Parent or any Restricted Subsidiary, in each case, to the extent not resulting in a Change of Control; provided that the portion of any such consideration not consisting of Qualified Capital Stock of the Parent or any Restricted Subsidiary is permitted under another provision of this Section 10.2.6;

(o) (i) Investments of any Restricted Subsidiary acquired after the Closing Date, or of any Person acquired by, or merged into or consolidated or amalgamated with, the Parent or any Restricted Subsidiary after the Closing Date, in each case as part of an Investment otherwise permitted by this Section 10.2.6 to the extent that such acquired Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of the relevant acquisition, merger, amalgamation or consolidation and (ii) any modification, replacement, renewal or extension of any Investment permitted under clause (i) of this Section 10.2.6(o) so long as no such modification, replacement, renewal or extension thereof increases the original amount of such Investment except as otherwise permitted by this Section 10.2.6;

(p) Investments consisting of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Parent and its subsidiaries in an aggregate amount not to exceed \$20,000,000 in any fiscal year of the Parent when combined with any Indebtedness incurred pursuant to Section 10.2.1(v) during such fiscal year;

(q) Investments made after the Closing Date by the Parent and/or any of its Restricted Subsidiaries in an aggregate amount at any time outstanding not to exceed:

(i) (A) the greater of ~~\$365,000,000~~ \$168,000,000 and 65% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period, plus (B) at the election of the Borrower Agent, the amount of Restricted Payments then permitted to be made by the Parent or any Restricted Subsidiary in reliance on Section 10.2.4(a)(x) (it being understood that any amount utilized under this clause (B) to make an Investment shall result in a reduction in availability under Section 10.2.4(a)(x)), plus (C) at the election of the Borrower Agent, the amount of Restricted Debt Payments then permitted to be made by the Parent or any Restricted Subsidiary in reliance on Section 10.2.4(b)(iv) (it being understood that any amount utilized under this clause (C) to make an Investment shall result in a reduction in availability under Section 10.2.4(b)(iv)), plus

(ii) in the event that (A) the Parent or any of its Restricted Subsidiaries makes any Investment after the Closing Date in any Person that is not a Restricted Subsidiary and (B) such Person subsequently becomes a Restricted Subsidiary, an amount equal to 100.0% of the fair market value of such Investment as of the date on which such Person becomes a Restricted Subsidiary;

(r) [reserved];

(s) (i) Guarantees of leases (other than Capital Leases) or of other obligations not constituting Indebtedness and (ii) Guarantees of the lease obligations of suppliers, landlords, customers, franchisees and licensees of the Parent and/or its Restricted Subsidiaries, in each case, in the ordinary course of business;

(t) ~~Investments pursuant to any facility development agreements among the Parent and/or one or more Restricted Subsidiaries and a Person that is a real estate investment trust and/or any other third party financing provider relating to the development of one or more TopGolf locations and completion guarantees;~~ [reserved];

(u) Investments made in a Similar Business, including joint ventures and Unrestricted Subsidiaries, in an aggregate outstanding amount not to exceed the greater of ~~\$170,000,000~~ \$78,000,000 and 30% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period;

(v) Investments in subsidiaries in connection with any Permitted Reorganization;

(w) Investments under any Derivative Transaction of the type permitted under Section 10.2.1(s);

(x) Investments received by the Parent and/or any Restricted Subsidiary as a result of a transaction otherwise permitted under this Agreement in exchange for which the recipient of the relevant Investment does not pay any consideration;

(y) Investments made in joint ventures as required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding arrangements entered into in the ordinary course of business;

(z) unfunded pension fund and other employee benefit plan obligations and liabilities to the extent that they are permitted to remain unfunded under applicable law;

(aa) Investments in the Parent, any Restricted Subsidiary and/or joint venture in connection with intercompany cash management arrangements and related activities in the ordinary course of business;

(ab) so long as no Event of Default has occurred and is continuing or would result therefrom, any other Investments (other than an Acquisition) made after the Closing Date; *provided, however*, that either: (i) (A) on a Pro Forma Basis after giving effect to such Investment, Net Excess Availability has been greater than an amount equal to the Threshold Percentage of the Maximum Facility Amount at all times during the thirty (30) day period immediately prior to the consummation of such Investment, (B) Net Excess Availability is greater than an amount equal to the Threshold Percentage of the Maximum Facility Amount after giving effect to such Investment, and (C) the Fixed Charge Coverage Ratio, on a Pro Forma Basis after giving effect to such Investment (calculated on a trailing twelve month basis recomputed for the most recent month for which financial statements have been delivered) is not less than 1.0 to 1.0; or (ii) (A) average daily Net Excess Availability, on a Pro Forma Basis after giving effect to such Investment, has been greater than an amount equal to 17.5% of the Maximum Facility Amount for the thirty (30) day period immediately prior to the consummation of such Investment and (B) Net Excess Availability is greater than an amount equal to 17.5% of the Maximum Facility Amount after giving effect to such Investment;

(ac) any Investment made by any Unrestricted Subsidiary prior to the date on which such Unrestricted Subsidiary is designated as a Restricted Subsidiary so long as the relevant Investment was not made in contemplation of the designation of such Unrestricted Subsidiary as a Restricted Subsidiary; and

(ad) Investments consisting of the non-exclusive licensing, sublicensing or contribution of Intellectual Property, including pursuant to joint marketing and/or joint development arrangements with other Persons in the ordinary course of business.

10.2.7. Fundamental Changes; Disposition of Assets. The Parent shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve themselves (or suffer any liquidation or dissolution), or make any Disposition, in a single transaction or in a series of related transactions, except:

(a) any Restricted Subsidiary may be merged, consolidated or amalgamated with or into the Parent or any other Restricted Subsidiary; *provided*, that (i) in the case of any such merger, consolidation or amalgamation with or into a Borrower, (A) a Borrower shall be the continuing or surviving Person (and in the case of a U.S. Borrower, a U.S. Borrower shall be the continuing or surviving Person), or (B) if the Person formed by or surviving any such merger, consolidation or amalgamation is not a Borrower (any such Person, the "Successor Borrower"), (x) the Successor Borrower shall be an entity organized or existing under the law of the same country where the Borrower being succeeded was organized, (y) the Successor Borrower shall expressly assume the Obligations of the applicable Borrower in a manner reasonably satisfactory to the Agent and (z) except as the Agent may otherwise agree, each Guarantor, unless it is the other party to such merger, consolidation or amalgamation, shall have executed and delivered a reaffirmation agreement with respect to its obligations under the Loan Guaranty and the other Loan Documents; it being understood and agreed that if the foregoing conditions under clauses (x) through (z) are satisfied, the Successor Borrower will succeed to, and be substituted for, the applicable Borrower under this Agreement and the other Loan Documents, and (ii) in the case of any such merger, consolidation or amalgamation with or into any Obligor that is not a Borrower, either (A) the Obligor shall be the continuing or surviving Person or the continuing or surviving Person (or, in the case of an amalgamation, the Person formed as a result thereof) shall expressly assume the obligations of such Obligor in a manner reasonably satisfactory to the Agent or (B) the relevant transaction shall be treated as an Investment and shall comply with Section 10.2.6;

(b) Dispositions (including of Capital Stock) among the Parent and/or any Restricted Subsidiary (upon voluntary liquidation or otherwise); provided that any such Disposition made by: (x) any Obligor to any Person that is not an Obligor, or (y) any U.S. Domiciled Obligor to any Canadian Domiciled Obligor or U.K./Dutch Domiciled Obligor, in each case, outside the ordinary course of business for working capital, administrative and/or other similar purposes shall be (i) for fair market value (as determined by the Borrower Agent in good faith) with at least 75% of the consideration for such Disposition consisting of Cash or Cash Equivalents (including deferred consideration payable in Cash or Cash Equivalents) at the time of such Disposition or (ii) treated as an Investment and otherwise made in compliance with Section 10.2.6 (other than in reliance on clause (j) thereof);

(c) (i) the liquidation or dissolution of any Restricted Subsidiary if the Borrower Agent determines in good faith that such liquidation or dissolution is in the best interests of the Borrowers, is not materially disadvantageous to the Lenders (taken as a whole) and the Parent or any Restricted Subsidiary receives the assets (if any) of the relevant dissolved or liquidated Restricted Subsidiary; provided that in the case of any liquidation or dissolution of any Obligor that results in a distribution or other transfer of assets to any Restricted Subsidiary that is not an Obligor, such distribution shall be treated as an Investment and shall comply with Section 10.2.6 (other than Section 10.2.6(j)); (ii) any merger, amalgamation, dissolution, liquidation or consolidation, the purpose of which is to effect (A) any Disposition otherwise permitted under this Section 10.2.7 (other than clause (a), clause (b) or this clause (c)) or (B) any Investment permitted under Section 10.2.6; and (iii) the conversion of the Parent or any Restricted Subsidiary into another form of entity, so long as such conversion does not adversely affect the value of the Loan Guaranty or Collateral, if any;

(d) (i) Dispositions of inventory or equipment or immaterial (in the good faith determination of the Borrower Agent) assets in the ordinary course of business (including on an intercompany basis) and (ii) the leasing or subleasing of real property in the ordinary course of business;

(e) Dispositions of surplus, obsolete, used or worn out property or other property that, in the good faith judgment of the Borrower Agent, is (i) no longer useful in its business (or in the business of any Restricted Subsidiary of the Parent) or (ii) otherwise economically impracticable to maintain;

(f) Dispositions of Cash and/or Cash Equivalents and/or other assets that were Cash Equivalents when the relevant original Investment was made;

(g) Dispositions, mergers, amalgamations, consolidations or conveyances that constitute (i) Investments permitted pursuant to Section 10.2.6 (other than Section 10.2.6(j)), (ii) Permitted Liens, (iii) Restricted Payments permitted by Section 10.2.4(a) (other than Section 10.2.4(a)(ix)) and (iv) Sale and Lease-Back Transactions permitted by Section 10.2.8;

(h) Dispositions for fair market value; provided that with respect to any such Disposition with a purchase price in excess of the greater of ~~\$55,000,000~~ **26,000,000** and 10% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period, at least 75% of the consideration for such Disposition shall consist of Cash or Cash Equivalents (including deferred consideration payable in Cash or Cash Equivalents) (provided that for purposes of the 75% Cash consideration requirement, (i) the amount of any Indebtedness or other liabilities (other than Indebtedness or other liabilities that are subordinated to the Obligations or that are owed to the Parent or any Restricted Subsidiary) of the Parent or any Restricted Subsidiary (as shown on such Person's most recent balance sheet or statement of financial position (or in the notes thereto)) that are assumed by the transferee of any such assets and for which the Parent and/or its applicable Restricted Subsidiary have been validly released by all relevant creditors in writing, (ii) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such Disposition, (iii) any Security received by the Parent or any Restricted Subsidiary from such transferee that is converted by such Person into Cash or Cash Equivalents (to the extent of the Cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition and (iv) any Designated Non-Cash Consideration received in respect of such Disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (iv) and Section 10.2.8(b)(i) (z) that is at that time outstanding, not in excess of the greater of ~~\$115,000,000~~ **65,000,000** and 25% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period, in each case, shall be deemed to be Cash); provided, further, that immediately prior to and after giving effect to such Disposition, as determined on the date on which the agreement governing such Disposition is executed, no Event of Default exists;

(i) to the extent that (i) the relevant property is exchanged for credit against the purchase price of similar or replacement property or (ii) the proceeds of the relevant Disposition are promptly applied to the purchase price of such similar or replacement property;

(j) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to, buy/sell arrangements between joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements;

(k) Dispositions, discounting or forgiveness of notes receivable or accounts receivable in the ordinary course of business (including to insurers which have provided insurance as to the collection thereof) or in connection with the collection or compromise thereof (includes sales to factors);

(l) Dispositions and/or terminations of leases, subleases, licenses or sublicenses (including the provision of software under any open source license), (i) the Disposition or termination of which will not materially interfere with the business of the Parent and its Restricted Subsidiaries or (ii) which relate to closed facilities or the discontinuation of any product line;

(m) (i) any termination of any lease in the ordinary course of business, (ii) any replacement of the Master Facility Lease with one or more leases between the Parent and/or its applicable subsidiary, on the one hand, and 30 West Pershing LLC or its applicable Affiliate, on the other hand, (iii) any expiration of any option agreement in respect of real or personal property and (iv) any Disposition, termination, surrender or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business;

(n) Dispositions of property subject to foreclosure, casualty, eminent domain or condemnation proceedings (including in lieu thereof or any similar proceeding);

(o) Dispositions or consignments of equipment, inventory or other assets (including leasehold interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(p) Dispositions constituting any part of any Permitted Reorganization;

(q) Dispositions of non-core assets acquired in connection with any acquisition permitted hereunder and sales of Real Estate acquired in any acquisition permitted hereunder which, within 90 days of the date of such acquisition, are designated in writing to the Agent as being held for sale and not for the continued operation of the Parent or any of its Restricted Subsidiaries or any of their respective businesses; provided that no Event of Default exists on the date on which the definitive agreement governing the relevant Disposition is executed;

(r) exchanges or swaps, including transactions qualifying for tax free treatment under Section 1031 of the Code (or any comparable provision of any foreign jurisdiction), of assets so long as any such exchange or swap is made for fair value (in the good faith determination of the Borrower Agent) for like assets; provided that upon the consummation of any such exchange or swap by any Obligor, to the extent the assets received do not constitute Excluded Property, the Agent has a perfected Lien with the same priority as the Lien held on the assets so exchanged or swapped;

(s) [reserved];

(t) (i) non-exclusive licensing and cross-licensing arrangements involving any technology, intellectual property or Intellectual Property of the Parent or any Restricted Subsidiary in the ordinary course of business and (ii) Dispositions, abandonments, cancellations or lapses of Intellectual Property, or issuances or registrations, or applications for issuances or registrations, of Intellectual Property, which, in the reasonable good faith determination of the Borrower Agent, are not material to the conduct of the business as presently conducted of the Parent and its Restricted Subsidiaries, taken as whole;

(u) terminations or unwinds of Derivative Transactions;

(v) Dispositions of Capital Stock of, or sales of Indebtedness or other Securities of, Unrestricted Subsidiaries;

(w) Dispositions of Real Estate and related assets in the ordinary course of business in connection with relocation activities for directors, officers, employees, members of management, managers or consultants of the Parent and/or any Restricted Subsidiary;

(x) Dispositions made to comply with any order of any Governmental Authority or any applicable Requirement of Law;

(y) any merger, consolidation, Disposition or conveyance the sole purpose of which is to reincorporate or reorganize (i) any Domestic Subsidiary in another jurisdiction in the U.S. and/or (ii) any Foreign Subsidiary in the U.S. or any other jurisdiction;

(z) any sale of motor vehicles and information technology equipment purchased at the end of an operating lease and resold thereafter; and

(aa) Dispositions involving assets having a fair market value (as determined by the Borrower Agent in good faith at the time of the relevant Disposition) of not more than the greater of ~~\$55,000,000~~ \$26,000,000 and 10% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period in any Fiscal Year, which, if not used in such Fiscal Year, shall be carried forward to the immediately succeeding Fiscal Year (any amount so carried forward shall be deemed to be used last in such succeeding Fiscal Year).

(ab) To the extent that any Collateral is Disposed of as expressly permitted by this Section 10.2.7 to any Person other than an Obligor, such Collateral shall be sold free and clear of the Liens created by the Loan Documents, which Liens shall be automatically released upon the consummation of such Disposition; it being understood and agreed that the Agent shall be authorized to take, and shall take, any actions deemed appropriate in order to effect the foregoing in accordance with Section 12 hereof.

10.2.8. Sale and Lease-Back Transactions. The Parent shall not, nor shall it permit any of its Restricted Subsidiaries to become or remain liable as lessee or as a guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which the Parent or the relevant Restricted Subsidiary (I) has sold or transferred or is to sell or to transfer to any other Person (other than the Parent or any of its Restricted Subsidiaries) and (II) intends to use for substantially the same purpose as the property which has been or is to be sold or transferred by the Parent or such Restricted Subsidiary to any Person (other than the Parent or any of its Restricted Subsidiaries) in connection with such lease (such a transaction, a "Sale and Lease-Back Transaction"); provided that any Sale and Lease-Back Transaction shall be permitted so long as:

(a) the relevant Sale and Lease-Back Transaction is consummated in exchange for Cash and Cash Equivalent consideration (including deferred consideration payable in Cash or Cash Equivalents) and/or rent concessions (provided that for purposes of the foregoing cash consideration requirement, (w) the amount of any Indebtedness or other liabilities (other than Indebtedness or other liabilities that are subordinated to the Obligations or that are owed to the Parent or any Restricted Subsidiary) of the Parent or any Restricted Subsidiary (as shown on such Person's most recent balance sheet or statement of financial position (or in the notes thereto)) that are assumed by the transferee of any such assets and for which the Parent and/or its applicable Restricted Subsidiary have been validly released by all relevant creditors in writing, (x) the amount of any trade-in value applied to the purchase price of any replacement assets acquired in connection with such Disposition, (y) any Securities received by the Parent or any Restricted Subsidiary from such transferee that are converted by such Person into Cash or Cash Equivalents (to the extent of the Cash or Cash Equivalents received) within 180 days following the closing of the applicable Disposition and (z) any Designated Non-Cash Consideration received in respect of the relevant Sale and Lease-Back Transaction having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (z) and Section

10.2.7(h)(iv) that is at that time outstanding, not in excess of the greater of \$~~15,000,000~~65,000,000 and 25% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period, in each case, shall be deemed to be Cash); and

(b) either:

(i) the aggregate fair market value of the assets sold subject to all Sale and Lease-Back Transactions under this Section 10.2.8 (other than Sale and Lease-Back Transactions of the type described in ~~clauses (ii) and~~ clause (iii) below) does not exceed the greater of \$~~85,000,000~~39,000,000 and 15% of Consolidated Adjusted EBITDA of the Parent and its Restricted Subsidiaries as of the last day of the most recently ended Test Period,

(ii) ~~such Sale and Lease-Back Transaction constitutes a Specified Sale and Lease-Back Transaction~~[reserved]; or

(iii) such Sale and Lease-Back Transaction constitutes an Equipment Sale and Lease-Back Transaction.

10.2.9. Transactions with Affiliates. The Parent shall not, nor shall it permit any of its Restricted Subsidiaries to, enter into any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) involving payment in excess of \$~~15,000,000~~5,000,000 in any individual transaction or series of related transactions with any of their respective Affiliates on terms, taken as a whole, that are materially less favorable (taken as a whole) to the Parent or such Restricted Subsidiary, as the case may be (as determined by the Borrower Agent in good faith), than those that might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate; provided that the foregoing restriction shall not apply to:

(a) any transaction between or among the Parent and/or one or more Restricted Subsidiaries and/or joint ventures (or any entity that becomes a Restricted Subsidiary or joint venture as a result of such transaction) to the extent permitted or not restricted by this Agreement;

(b) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options, stock ownership plans and other equity and equity-based compensation plans approved by the board of directors (or equivalent governing body) (or pursuant to a delegation thereby) of the Parent or any Restricted Subsidiary;

(c) (i) any collective bargaining, employment or severance agreement or compensatory (including profit sharing) arrangement entered into by the Parent or any of its Restricted Subsidiaries with their respective current or former officers, directors, members of management, managers, employees, consultants or independent contractors, (ii) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with current or former officers, directors, members of management, managers, employees, consultants or independent contractors and (iii) any transaction pursuant to any employee compensation, benefit plan, stock option plan or arrangement, any separation or severance arrangement, any health, disability or similar insurance plan which covers current or former officers, directors, members of management, managers, employees, consultants or independent contractors or any employment contract or arrangement;

(d) (i) transactions permitted by Sections 10.2.1(d), (o), (bb) and (ee), 10.2.4, 10.2.6, 10.2.7 or 10.2.8 and (ii) issuances of Capital Stock, equity contributions and issuances and incurrences of Indebtedness not restricted by this Agreement;

(e) transactions in existence on the Closing Date and any amendment, modification or extension thereof to the extent such amendment, modification or extension, taken as a whole, is not (i) materially adverse to the Lenders or (ii) more disadvantageous to the Lenders than the relevant transaction in existence on the Closing Date;

(f) the pledge of Capital Stock of a joint venture or Unrestricted Subsidiary securing capital contributions to, or obligations of, such Persons;

(g) the Transactions, including the payment of Transaction Costs;

(h) customary compensation to, and reimbursement of reasonable out-of-pocket expenses of, Affiliates in connection with financial advisory, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, which payments are approved by the majority of the members of the board of directors (or similar governing body) or a majority of the disinterested members of the board of directors (or similar governing body) of the Parent in good faith;

(i) Contingent Obligations permitted by Section 10.2.1 or Section 10.2.6;

(j) transactions among the Parent and its Restricted Subsidiaries that are otherwise permitted (or not restricted) under this Section 10.2;

(k) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, members of the board of directors (or similar governing body), officers, employees, members of management, managers, consultants and independent contractors of the Parent and/or any of its Restricted Subsidiaries in the ordinary course of business;

(l) transactions with customers, clients, suppliers, landlords, joint ventures, purchasers or sellers of goods or services or providers of employees or other labor entered into in the ordinary course of business, which are (i) fair to the Parent and/or its applicable Restricted Subsidiary in the good faith determination of the board of directors (or similar governing body) of the Parent or the senior management thereof or (ii) on terms at least as favorable as might reasonably be obtained from a Person other than an Affiliate;

(m) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement;

(n) (i) any purchase of the Capital Stock of (or contribution to the equity capital of) the Parent and (ii) any intercompany loan made to the Parent or any Restricted Subsidiary; ~~and~~

(o) any transaction (or series of related transactions) in respect of which the Parent delivers to the Agent a letter addressed to the board of directors (or equivalent governing body) of the Parent from an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction or transactions, as applicable, is or are on terms that, taken as a whole, are not materially less favorable to the Parent and/or, if applicable, one or more of its Restricted Subsidiaries, individually or taken as a whole, as the context may require, than might be obtained at the time in a comparable arm's length transaction from a Person who is not an Affiliate; ~~and~~

(p) transactions set forth on Schedule 10.2.9.

10.2.10. Conduct of Business. From and after the Closing Date, the Parent shall not, nor shall it permit any of its Restricted Subsidiaries to, engage in any material line of business other than the businesses engaged in by the Parent or any Restricted Subsidiary on the Closing Date and reasonable extensions thereof and similar, incidental, complementary, ancillary or related businesses.

10.2.11. Amendments or Waivers of Certain Documents. The Parent shall not, nor shall it permit any other Obligor to, amend or modify their respective Organizational Documents, in each case in a manner that is materially adverse to the Lenders (in their capacities as such), taken as a whole; provided that, for purposes of clarity, it is understood and agreed that the Parent and/or any other Obligor may effect a change to its organizational form and/or consummate any other transaction that is permitted under Section 10.2.7.

10.2.12. Amendments of or Waivers with Respect to Restricted Debt. The Parent shall not, nor shall it permit any of its Restricted Subsidiaries to, amend or otherwise modify (a) the subordination terms of any Restricted Debt (or the subordination terms set forth in the documentation governing any Restricted Debt) if the effect of such amendment or modification, together with all other amendments or modifications made, is materially adverse to the interests of the Lenders (in their capacities as such) or (b) the terms of any Restricted Debt in violation of any applicable intercreditor agreement or the subordination terms set forth in the definitive documentation governing any Restricted Debt; provided that, for purposes of clarity, it is understood and agreed that the foregoing limitation shall not otherwise prohibit any Refinancing Indebtedness or any other replacement, refinancing, amendment, supplement, modification, extension, renewal, restatement or refunding of any Restricted Debt, in each case, that is permitted under this Agreement in respect thereof (including to the extent that such Indebtedness would be permitted to be incurred under this Agreement at the time of such replacement, refinancing, amendment, supplement, modification, extension, renewal, restatement or refunding, after giving effect thereto).

10.2.13. Fiscal Year. The Parent shall not change its Fiscal Year-end; provided that the Parent may, upon written notice to the Agent, change the Fiscal Year-end of the Parent to another date, in which case the Parent and the Agent will, and are hereby authorized to, make any adjustments to this Agreement that are necessary to reflect such change in Fiscal Year.

10.2.14. IP Separation and Relicense Transactions. Neither the Parent nor any Restricted Subsidiary shall consummate any IP Separation and Relicense Transaction.

10.2.15. Canadian Pension Plans. Without the prior written consent of Agent, no Obligor shall establish, or otherwise incur any obligations or liabilities under or in connection with any Canadian Pension Plan that provides benefits on a defined benefit basis.

10.3 Financial Covenants. As long as any Commitments or Obligations are outstanding, Borrowers shall maintain a Fixed Charge Coverage Ratio, measured on a Fiscal Quarter-end basis, of at least 1.0 to 1.0 as of (a) the end of the last Fiscal Quarter immediately preceding the occurrence of any Covenant Trigger Period for which financial statements have most recently been delivered pursuant to Section 10.1.1, and (b) the end of each Fiscal Quarter for which financial statements are delivered pursuant to Section 10.1.1 during any Covenant Trigger Period.

10.4 Company Trademark. The Obligors shall maintain, defend and preserve the Company Trademark and its value, usefulness, merchantability and marketability in a manner consistent with past practices, and shall not sell, assign, transfer, encumber or license the Company Trademark to any Person (other than Liens created pursuant to the Loan Documents and Liens that, if consensual, are subordinated to the Agent's Liens pursuant to the Intercreditor Agreement or other intercreditor agreements entered into as contemplated hereunder) to the extent that doing so would cause the amount specified in clause (a) of the definition of "U.S. Trademark Formula Amount" to be less than the amount specified in clause (b) of the definition of "U.S. Trademark Formula Amount" without the prior written consent of the U.S. Required Lenders.

Section 11. EVENTS OF DEFAULT; REMEDIES ON DEFAULT

11.1 Events of Default. Each of the following shall be an "Event of Default" hereunder, if the same shall occur for any reason whatsoever, whether voluntary or involuntary, by operation of law or otherwise:

(a) Failure To Make Payments When Due. Failure by the Borrowers to pay (i) any installment of principal of any Loan when due, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or (ii) any interest on any Loan or any fee or any other amount due hereunder within five Business Days after the date due; or

(b) Default in Other Agreements. Any of the following:

(i) failure by the Parent or any of its Restricted Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of one or more items of Indebtedness (other than (A) Indebtedness referred to in clause (a) above and (B) Indebtedness among the Parent and/or its Restricted Subsidiaries) with an aggregate outstanding principal amount exceeding the Threshold Amount, in each case beyond the grace period, if any, provided therefor, or

(ii) breach or default by the Parent or any of its Restricted Subsidiaries with respect to any term not referenced in clause (i) above of (A) one or more items of Indebtedness (other than (x) Indebtedness referred to in clause (a) above, (y) Indebtedness among the Parent and/or its Restricted Subsidiaries and (z) ~~Topgolf Location Indebtedness and/or~~ Capital Leases) (such Indebtedness, other than the items described in clauses (x) through (z) above, the “Specified Indebtedness”) with an aggregate outstanding principal amount, together with the aggregate outstanding principal amount of any ~~Topgolf Location Indebtedness and/or~~ Capital Lease with respect to which a breach or default of the type (and resulting in the effect) described in clause (iii) below has occurred and is continuing, exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Specified Indebtedness (other than, for the avoidance of doubt, with respect to Specified Indebtedness consisting of Hedging Obligations, termination events or equivalent events pursuant to the terms of the relevant Hedge Agreement which are not the result of any default thereunder by any Obligor or any Restricted Subsidiary), in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause or to permit the holder or holders of such Specified Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (with the giving of notice, if required) such Specified Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be, or

(iii) breach or default by the Parent or any of its Restricted Subsidiaries with respect to any term not referenced in clause (i) above of (A) one or more ~~items of Topgolf Location Indebtedness and/or one or more~~ Capital Leases with an aggregate outstanding principal amount for all such ~~Topgolf Location Indebtedness and~~ Capital Leases, together with the aggregate outstanding principal amount of any Specified Indebtedness with respect to which a breach or default of the type (and resulting in the effect) described in clause (ii) above has occurred and is continuing, exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such ~~Topgolf Location Indebtedness and/or~~ Capital Leases, in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is that the holder or holders of such ~~Topgolf Location Indebtedness or~~ Capital Lease obligation (or a trustee or agent on behalf of such holder or holders) have caused (with the giving of notice, if required) such ~~Topgolf Location Indebtedness or~~ Capital Lease obligation to become or be declared due and payable (or redeemable) prior to its stated maturity;

(iv) provided, that (1) [reserved], (2) any conversion of, or trigger of conversion rights with respect to, any convertible debt securities of the Parent otherwise permitted to be incurred under this Agreement (whether or not such conversion is to be settled in cash or capital stock or a combination thereof) unless such conversion results from any event of default thereunder or a “change of control”, “fundamental change” or similar occurrence thereunder, shall not constitute an Event of Default, (3) clauses (ii) and (iii) of this paragraph (b) shall not apply to any secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property securing such Indebtedness if such sale or transfer is permitted hereunder, (4) any failure described under clauses (i) through (iii) above is unremedied and is not waived by the holders of such Indebtedness or the relevant lease counterparty, as applicable, prior to any termination of the Commitments or acceleration of the Loans pursuant to Section 11 and (5) it is understood and agreed for the avoidance of doubt that the occurrence of any event described in clauses (i) through (iii) above that would, prior to the expiration of any applicable grace period, permit the

holder or holders of the relevant Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause (with the giving of notice, if required) such Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be will not result in a Default or Event of Default under this Agreement prior to the expiration of such grace period; or

(c) Breach of Certain Covenants. Failure of any Obligor, as required by the relevant provision, to perform or comply with any term or condition contained in Section 10.1.1(e)(i), Section 10.1.2 (as it applies to the preservation of the existence of the Borrowers), Section 10.1.11 or Section 10.2; or

(d) Breach of Representations, Etc. Any representation, warranty or certification made or deemed made by any Obligor in any Loan Document or in any certificate required to be delivered in connection herewith or therewith (including, for the avoidance of doubt, any Perfection Certificate) being untrue in any material respect as of the date made or deemed made; or

(e) Other Defaults Under Loan Documents. Default by any Obligor in the performance of or compliance with any term contained herein or any of the other Loan Documents, other than any such term referred to in any other Section of this Section 11.1, which default has not been remedied or waived within 30 days after receipt by the Borrower Agent of written notice thereof from the Agent; or

(f) Involuntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry by a court of competent jurisdiction of a decree or order for relief in respect of the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) in an involuntary case or proceeding under any Debtor Relief Law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal, state, provincial, territorial, local or foreign Requirements of Law, which relief is not stayed; or (ii) the commencement of an involuntary case or proceeding against the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) under any Debtor Relief Law; the entry by a court having jurisdiction in the premises of a decree or order for the appointment of a receiver, interim receiver, receiver and manager, (preliminary) insolvency receiver, liquidator, sequestrator, trustee, monitor, custodian, administrator, or other officer having similar powers over the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary), or over all or a material part of its property; or the involuntary appointment of an interim receiver, trustee, monitor, administrator or other custodian of the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) for all or a material part of its property, which remains, in any case under this clause (f), in the case of an Obligor (other than a U.K. Domiciled Obligor) undismissed, unvacated, unbounded or unstayed pending appeal for 60 consecutive days or, in the case of a U.K. Domiciled Obligor, such petition is a winding up petition which is not frivolous or vexatious and is not discharged, stayed or dismissed within 14 days of commencement; or

(g) Voluntary Bankruptcy; Appointment of Receiver, Etc. (i) The entry against the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of an order for relief, the commencement by the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of a voluntary case or proceeding under any Debtor Relief Law, or the consent by the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) to the entry of an order for relief in an involuntary case or proceeding or to the conversion of an involuntary case or proceeding to a voluntary case or proceeding, under any Debtor Relief Law, or the consent by the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) to the appointment of or taking possession by a receiver, interim receiver, receiver and manager, trustee, monitor, administrator or other custodian for all or a material part of its property; (ii) the making by the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) of a general assignment for the benefit of creditors; or (iii) the admission by the Parent or any of its Restricted Subsidiaries (other than any Immaterial Subsidiary) in writing of their inability to pay their respective debts as such debts become due; or

(h) Judgments and Attachments. The entry or filing of one or more final money judgments, writs or warrants of attachment or similar process against the Parent or any of its Restricted Subsidiaries or any of their respective assets involving in the aggregate at any time an amount in excess of the Threshold Amount (in either case to the extent not adequately covered by indemnity from a third party, or indemnifying party as to which the relevant indemnifying party has been notified and not denied its indemnification obligations, as applicable, by self-insurance (if applicable) or by insurance and/or an indemnification provision as to which the relevant third party insurance company has been notified and not denied coverage), which judgment, writ, warrant or similar process remains unpaid, undischarged, unvacated, unbonded or unstayed pending appeal for a period of 60 consecutive days; or

(i) Employee Benefit Plans. The occurrence of one or more ERISA Events, which individually or in the aggregate result in liability of the Parent or any of its Restricted Subsidiaries in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(j) Change of Control. The occurrence of a Change of Control; or

(k) Guaranties, Security Documents and Other Loan Documents. At any time after the execution and delivery thereof, (i) any material Loan Guaranty for any reason ceasing to be in full force and effect (other than in accordance with its terms or as a result of the occurrence of Full Payment) or being declared, by a court of competent jurisdiction, to be null and void or the repudiation in writing by any Guarantor of its obligations thereunder (in each case, other than as a result of the discharge of such Guarantor in accordance with the terms thereof), (ii) this Agreement or any material Security Document ceasing to be in full force and effect or ceasing to create a valid and perfected (with the priority specified in such Security Document and subject to Permitted Liens and any applicable intercreditor agreement) Lien on Collateral purported to be covered thereby (other than by reason of a release of Collateral in accordance with the terms hereof or thereof or the occurrence of Full Payment or any other termination of such Security Document in accordance with the terms thereof) or being declared null and void or (iii) other than in any bona fide, good faith dispute as to the scope of Collateral or whether any Lien has been, or is required to be released, the contesting by any Obligor of the validity or enforceability of any material provision of any Loan Document in writing or denial by any Obligor in writing that it has any further liability (other than by reason of the occurrence of Full Payment or any other termination of any other Loan Document in accordance with the terms thereof), including with respect to future advances by the Lenders, under any Loan Document to which it is a party; it being understood and agreed that the mere failure of the Agent to maintain possession of any physical Collateral with respect to a Lien that otherwise was or would have been perfected shall not result in an Event of Default under this Section 11.1(k) or any other provision of any Loan Document; or

(l) Subordination. The Obligations ceasing or the assertion in writing by any Obligor that the Obligations cease to constitute senior indebtedness under the subordination provisions of any document or instrument evidencing any Junior Lien Indebtedness or any such subordination provision being invalidated by a court of competent jurisdiction in a final non-appealable order, or otherwise ceasing, for any reason, to be valid, binding and enforceable obligations of the parties thereto; or

(m) The occurrence of one or more of the following, which individually or in the aggregate result in liability of the Parent or any of its Restricted Subsidiaries in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect: (A) a Termination Event shall occur or any Canadian Multi-Employer Plan shall be terminated, in each case, in circumstances which would result or could reasonably be expected to result in a Canadian Facility Obligor required to make a contribution to or in respect of a Canadian Pension Plan or a Canadian Multi-Employer Plan or results in the appointment of an administrator to wind up a Canadian Pension Plan; (B) any Canadian Domiciled Obligor is in default with respect to any required contributions to a Canadian Pension Plan or fails to eliminate a solvency deficiency or keep such plan fully funded; or (C) any Lien arises (save for contribution amounts not yet due) in connection with any Canadian Pension Plan.

11.2 Remedies upon Default. If an Event of Default described in **Section 11.1(f)** or **Section 11.1(g)** occurs with respect to any Borrower, then to the extent permitted by Requirements of Law, all Obligations (other than Secured Bank Product Obligations) shall become automatically due and payable and all Commitments shall terminate, without any action by Agent or notice of any kind. In addition, if

any other Event of Default exists, Agent may in its discretion (and shall upon written direction of Required Lenders) do any one or more of the following from time to time:

(a) declare any Obligations (other than Secured Bank Product Obligations) immediately due and payable, whereupon they shall be due and payable without diligence, presentment, demand, protest or notice of any kind, all of which are hereby waived by Borrowers to the fullest extent permitted by law;

(b) terminate, reduce or condition any Commitment, or make any adjustment to the Borrowing Base;

(c) require Obligors to Cash Collateralize LC Obligations, Secured Bank Product Obligations and other Obligations that are contingent or not yet due and payable; and

(d) exercise any other rights or remedies afforded under any agreement, by law, at equity or otherwise, including the rights and remedies of a secured party under the UCC and the PPSA. Such rights and remedies include the rights to (i) take possession of any Collateral; (ii) require Obligors to assemble Collateral, at Obligors' expense, and make it available to Agent at a place designated by Agent; (iii) enter any premises where Collateral is located and store Collateral on such premises until sold (and if the premises are owned or leased by an Obligor, Obligors agree not to charge for such storage); and (iv) sell or otherwise dispose of any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale, with such notice as may be required by Requirements of Law, in lots or in bulk, at such locations, all as Agent, in its discretion, deems advisable. Each Obligor agrees that 10 days' notice of any proposed sale or other disposition of Collateral by Agent shall be reasonable. Agent shall have the right to conduct such sales on any Obligor's premises, without charge, and such sales may be adjourned from time to time in accordance with Requirements of Law. Agent shall have the right to sell, lease or otherwise dispose of any Collateral for cash, credit or any combination thereof, and Agent may purchase any Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of the purchase price, may credit bid and set off the amount of such price against the Obligations.

11.3 License. Agent is hereby granted an irrevocable, non-exclusive license or other right to use, license or sub-license (without payment of royalty or other compensation to any Person), exercisable at any time following the occurrence and during the continuation of an Event of Default, any or all Intellectual Property of Obligors, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other Property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral. Each Obligor's rights and interests under Intellectual Property shall inure to Agent's benefit.

11.4 Setoff. At any time during an Event of Default, Agent, Issuing Banks, Lenders, and any of their Affiliates are authorized, to the fullest extent permitted by Requirements of Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) (other than exclusively third party funds) at any time held and other obligations (in whatever currency) at any time owing by Agent, such Issuing Bank, such Lender or such Affiliate to or for the credit or the account of an Obligor against any Obligations, irrespective of whether or not Agent, such Issuing Bank, such Lender or such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or are owed to a branch or office of Agent, such Issuing Bank, such Lender or such Affiliate different from the branch or office holding such deposit or obligated on such indebtedness. The rights of Agent, each Issuing Bank, each Lender and each such Affiliate under this Section are in addition to other rights and remedies (including other rights of setoff) that such Person may have.

11.5 Remedies Cumulative; No Waiver.

11.5.1. Cumulative Rights. All agreements, warranties, guaranties, indemnities and other undertakings of Obligors under the Loan Documents are cumulative and not in derogation of each other. The rights and remedies of Agent and Lenders are cumulative, may be exercised at any time and

from time to time, concurrently or in any order, and are not exclusive of any other rights or remedies available by agreement, by law, at equity or otherwise. All such rights and remedies shall continue in full force and effect until Full Payment of all Obligations.

11.5.2. Waivers. No waiver or course of dealing shall be established by (a) the failure or delay of Agent or any Lender to require strict performance by Obligors with any terms of the Loan Documents, or to exercise any rights or remedies with respect to Collateral or otherwise; (b) the making of any Loan or issuance of any Letter of Credit during a Default, Event of Default or other failure to satisfy any conditions precedent; or (c) acceptance by Agent or any Lender of any payment or performance by an Obligor under any Loan Documents in a manner other than that specified therein. It is expressly acknowledged by Obligors that any failure to satisfy a financial covenant on a measurement date shall not be cured or remedied by satisfaction of such covenant on a subsequent date.

11.6 Judgment Currency. If, for purposes of obtaining judgment in any court, it is necessary to convert a sum from the currency provided under a Loan Document ("Agreement Currency") into another currency, the Spot Rate shall be used as the rate of exchange. Notwithstanding any judgment in a currency ("Judgment Currency") other than the Agreement Currency, an Obligor shall discharge its obligation in respect of any sum due under a Loan Document only if, on the Business Day following receipt by Agent or any Secured Party of payment in the Judgment Currency, Agent or such Secured Party can use the amount paid to purchase the sum originally due in the Agreement Currency. If the purchased amount is less than the sum originally due, such Obligor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify Agent and Secured Parties against such loss. If the purchased amount is greater than the sum originally due, Agent or such Secured Party shall return the excess amount to such Obligor (or to the Person legally entitled thereto).

Section 12. AGENT

12.1 Appointment, Authority and Duties of Agent.

12.1.1. Appointment and Authority.

(a) Each Secured Party appoints and designates Bank of America as Agent under all Loan Documents. Agent may, and each Secured Party authorizes Agent to, enter into all Loan Documents to which Agent is intended to be a party and accept all Security Documents, for the benefit of Secured Parties. Each Secured Party agrees that any action taken by Agent, Required Lenders, U.S. Required Lenders, Canadian Required Lenders, or U.K./Dutch Required Lenders in accordance with the provisions of the Loan Documents, and the exercise by Agent or Required Lenders of any rights or remedies set forth therein, together with all other powers reasonably incidental thereto, shall be authorized by and binding upon all Secured Parties. Without limiting the generality of the foregoing, Agent shall have the sole and exclusive authority to (a) act as the disbursing and collecting agent for Lenders with respect to all payments and collections arising in connection with the Loan Documents; (b) execute and deliver as Agent each Loan Document, including any intercreditor or subordination agreement, and accept delivery of each Loan Document from any Obligor or other Person; (c) act as collateral agent for Secured Parties for purposes of perfecting and administering Liens under the Loan Documents, and for all other purposes stated therein; (d) manage, supervise or otherwise deal with Collateral; and (e) take any Enforcement Action or otherwise exercise any rights or remedies with respect to any Collateral under the Loan Documents, Requirements of Law or otherwise. The duties of Agent shall be ministerial and administrative in nature, and Agent shall not have a fiduciary relationship with any Secured Party, Participant or other Person, by reason of any Loan Document or any transaction relating thereto. Agent alone shall be authorized to determine whether any Accounts, Credit Card Receivables, ~~Toptracer Bays~~ or Inventory constitute Eligible Accounts, Eligible Credit Card Receivables, Eligible ~~Toptracer Bays, Eligible~~ Inventory or Eligible In-Transit Inventory, whether to impose or release any reserve, or whether any conditions to funding or to issuance of a Letter of Credit have been satisfied, which determinations and judgments, if exercised in good faith, shall exonerate Agent from liability to any Lender or other Person for any error in judgment.

(b) For the purposes of creating a solidarité active in accordance with Article 1541 of the Civil Code of Quebec between each Secured Party, taken individually, on the one hand, and the

Agent, on the other hand, each Obligor and each such Secured Party acknowledge and agree with the Agent that such Secured Party and the Agent are hereby conferred the legal status of solidary creditors of each such Obligor in respect of all Obligations owed by each such Obligor to the Agent and such Secured Party hereunder and under the other Loan Documents (collectively, the “Solidary Claim”) and that, accordingly, but subject (for the avoidance of doubt) to Article 1542 of the Civil Code of Quebec, each such Obligor is irrevocably bound towards the Agent and each Secured Party in respect of the entire Solidary Claim of the Agent and such Secured Party. As a result of the foregoing, the parties hereto acknowledge that the Agent and each Secured Party shall at all times have a valid and effective right of action for the entire Solidary Claim of the Agent and such Secured Party and the right to give full acquittance for it. Accordingly, and without limiting the generality of the foregoing, the Agent, as solidary creditor with each Secured Party, shall at all times have a valid and effective right of action in respect of the Solidary Claim and the right to give a full acquittance for same. By its execution of the Loan Documents to which it is a party, each such Obligor not a party hereto shall also be deemed to have accepted the stipulations hereinabove provided. The parties further agree and acknowledge that such Liens (hypothechs) under the Security Documents and the other Loan Documents shall be granted to the Agent, for its own benefit and for the benefit of the Secured Parties, as solidary creditor as hereinabove set forth.

(c) Without limiting the foregoing or any powers of Agent, for the purposes of holding any hypothec granted to the Attorney (as defined below) pursuant to the laws of the Province of Québec to secure the prompt payment and performance of any and all Obligations by any Obligor, each of the Secured Parties hereby irrevocably appoints and authorizes Agent and, to the extent necessary, ratifies the appointment and authorization of Agent, to act as the hypothecary representative of the present and future creditors as contemplated under Article 2692 of the Civil Code (in such capacity, the “Attorney”), and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Attorney under any related deed of hypothec. The Attorney shall: (i) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Attorney pursuant to any such deed of hypothec and applicable law, and (ii) benefit from and be subject to all provisions hereof with respect to Agent *mutatis mutandis*, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Secured Parties and Obligors. Any person who becomes a Secured Party shall, by its execution of an Assignment and Acceptance, be deemed to have consented to and confirmed the Attorney as the person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified, as of the date it becomes a Secured Party, all actions taken by the Attorney in such capacity. The substitution of Agent pursuant to the provisions of this Section 12 also constitutes the substitution of the Attorney.

12.1.2. Duties. Agent shall not have any duties except those expressly set forth in the Loan Documents. The conferral upon Agent of any right shall not imply a duty to exercise such right, unless instructed to do so by Lenders in accordance with this Agreement.

12.1.3. Agent Professionals. Agent may perform its duties through agents and employees. Agent may consult with and employ Agent Professionals, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by an Agent Professional. Agent shall not be responsible for the negligence or misconduct of any agents, employees or Agent Professionals selected by it with reasonable care.

12.1.4. Instructions of Required Lenders. The rights and remedies conferred upon Agent under the Loan Documents may be exercised without the necessity of joinder of any other party, unless required by Requirements of Law. Agent may request instructions from Required Lenders or other Secured Parties with respect to any act (including the failure to act) in connection with any Loan Documents, and may seek assurances to its satisfaction from Secured Parties of their indemnification obligations against all Claims that could be incurred by Agent in connection with any act. Agent shall be entitled to refrain from any act until it has received such instructions or assurances, and Agent shall not incur liability to any Person by reason of so refraining. Instructions of Required Lenders shall be binding upon all Secured Parties, and no Secured Party shall have any right of action whatsoever against Agent as a result of Agent acting or refraining from acting in accordance with the instructions of Required Lenders. Notwithstanding the foregoing, instructions by and consent of specific parties shall be required to the

extent provided in **Section 14.1.1**. In no event shall Agent be required to take any action that, in its opinion, is contrary to Requirements of Law or any Loan Documents or could subject any Agent Indemnitee to personal liability.

12.1.5. Agent as Security Trustee. In this Agreement and the U.K. Security Agreements, any rights and remedies exercisable by, any documents to be delivered to, or any other indemnities or obligations in favor of Agent shall be, as the case may be, exercisable by, delivered to, or be indemnities or other obligations in favor of, Agent (or any other Person acting in such capacity) in its capacity as security trustee of Secured Parties to the extent that the rights, deliveries, indemnities or other obligations relate to the U.K. Security Agreements or the security thereby created. Any obligations of Agent (or any other Person acting in such capacity) in this Agreement and U.K. Security Agreements shall be obligations of Agent in its capacity as security trustee of Secured Parties to the extent that the obligations relate to the U.K. Security Agreements or the security thereby created. Additionally, in its capacity as security trustee of Secured Parties Agent (or any other Person acting in such capacity) shall have (i) all the rights, remedies and benefits in favor of Agent contained in the provisions of the whole of this **Section 12**; (ii) all the powers of an absolute owner of the security constituted by the U.K. Security Agreements and (iii) all the rights, remedies and powers granted to it and be subject to all the obligations and duties owed by it under the U.K. Security Agreements and/or any of the Loan Documents.

12.1.6. Appointment of Agent as Security Trustee. Each Secured Party hereby appoints Agent to act as its trustee under and in relation to the U.K. Security Agreements and to hold the assets subject to the security thereby created as trustee for Secured Parties on the trusts and other terms contained in the U.K. Security Agreements and each Secured Party hereby irrevocably authorizes Agent in its capacity as security trustee of Secured Parties to exercise such rights, remedies, powers and discretions as are specifically delegated to Agent as security trustee of Secured Parties by the terms of the U.K. Security Agreements together with all such rights, remedies, powers and discretions as are reasonably incidental thereto.

12.1.7. Liens. Any reference in this Agreement to Liens stated to be in favor of Agent shall be construed so as to include a reference to Liens granted in favor of Agent in its capacity as security trustee of Secured Parties.

12.1.8. Successors. Secured Parties agree that, if at any time that the Person acting as security trustee of Secured Parties in respect of the U.K. Security Agreements shall be a Person other than Agent, such other Person shall have the rights, remedies, benefits and powers granted to Agent in its capacity as security trustee of Secured Parties under this Agreement and the U.K. Security Agreements.

12.1.9. Capacity. Nothing in **Sections 12.1.5 to 12.1.8** shall require Agent in its capacity as security trustee of Secured Parties under the U.K. Security Agreements to act as a trustee at common law or to be holding any property on trust, in any jurisdiction outside the U.K. which may not operate under principles of trust or where such trust would not be recognized or its effects would not be enforceable.

12.2 Agreements Regarding Collateral and Field Examination Reports.

12.2.1. Lien Releases; Care of Collateral.

(a) Secured Parties irrevocably authorize and instruct Agent to, and Agent shall, release any Lien with respect to any Collateral (A) upon Full Payment of the Obligations; (B) that is the subject of a Disposition permitted hereunder to a Person which is not an Obligor so long as, if reasonably requested by Agent, Borrower Agent certifies in writing to Agent that such Disposition is permitted hereunder (and Agent may rely conclusively on any such certificate without further inquiry); (C) that constitutes Excluded Property; (D) that is owned by an Obligor upon the release of such Obligor in accordance with the terms hereof; or (E) with the written consent of the Required Lenders (or all Lenders to the extent required by **Section 14.1.1(d)(v)**).

(b) Subject to Section 14.26, Secured Parties irrevocably authorize and instruct Agent to, and Agent shall: release any Obligor (other than a Borrower, but (i) including JW Germany

upon the consummation of the JW Sale; provided that (x) any outstanding German Revolver Loans and any amounts owing by JW Germany for any drawings under German Letters of Credit shall have been repaid, together with all accrued but unpaid interest thereon, and (y) any issued but undrawn German Letters of Credit shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable German Issuing Bank), and (ii) including each TG Released Obligor upon the consummation of the TG Sale; provided that any Letters of Credit issued for the account of any TG Released Obligor but undrawn shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable Issuing Bank)) from its obligations under the Loan Documents (including its Loan Guaranty) if such Person ceases to be a Restricted Subsidiary (or is or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions permitted hereunder and the Parent has requested that such Obligor cease to be an Obligor); provided, that the release of any Obligor from its obligations under the Loan Documents if such Obligor becomes an Excluded Subsidiary of the type described in clause (a) of the definition thereof shall only be permitted if such Obligor did not become an Excluded Subsidiary of the type described in clause (a) of the definition thereof as a result of (A) a transfer of its equity interests to any Affiliate of the Parent for a non-bona fide business purpose for less than fair market value or (B) a non-bona fide transaction the primary purpose of which was to cause such entity to become a non-wholly-owned Subsidiary of the Parent in order to release it from the Loan Documents (or its Loan Guaranty).

(c) Secured Parties authorize Agent to release its Lien over any Collateral subject to a Lien permitted under **Section 10.2.2(n)** and subordinate its Liens to any Lien permitted under **Section 10.2.2(c), (d), (e), (f), (g)(i), (k)** (with respect to a refinancing of any other Lien referred to in this clause (c)), **(l)** (subject to the Intercreditor Agreement with respect to the Term Loan Facility Agreement), **(m), (n), (o), (q), (r), (s), (u)** (to the extent such Lien is of a type with respect to which subordination is otherwise permitted under this clause (c) (other than with respect to **10.2.2(l)**)), **(y), (bb), (cc), (dd), (ee), (ff), (gg), (hh), (ii)**, and/or **(jj)** (and any Lien securing any Refinancing Indebtedness in respect of any thereof to the extent such Refinancing Indebtedness is permitted to be secured under **Section 10.2.2(k)**)).

(d) Agent shall have no obligation to assure that any Collateral exists or is owned by a Borrower, or is cared for, protected, insured or encumbered, nor to assure that Agent's Liens have been properly created, perfected or enforced, or are entitled to any particular priority, nor to exercise any duty of care with respect to any Collateral.

(e) Upon the request of Agent at any time, the Lenders will confirm in writing Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Obligor from its obligations under the Loan Documents or its Lien on any Collateral pursuant to this Article 12. In each case as specified in this Article 12, Agent will (and each Lender hereby authorizes Agent to), at the Borrowers' expense, execute and deliver to the applicable Obligor such documents as such Obligor may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents, to subordinate its interest therein, or to release such Obligor from its obligations under any Loan Guaranty or as a Borrower, in each case in accordance with the terms of the Loan Documents and this Article 12.

12.2.2. Possession of Collateral. Agent and Secured Parties appoint each Lender as agent (for the benefit of Secured Parties) for the purpose of perfecting Liens in any Collateral held or controlled by such Lender, to the extent such Liens are perfected by possession or control. If any Lender obtains possession or control of any Collateral, it shall notify Agent thereof and, promptly upon Agent's request, deliver such Collateral to Agent or otherwise deal with it in accordance with Agent's instructions.

12.2.3. Reports. Agent shall promptly forward to each Lender, when complete, copies of any field audit, examination or appraisal report prepared by or for Agent with respect to any Obligor or Collateral ("**Report**"). Each Lender agrees (a) that neither Bank of America nor Agent makes any representation or warranty as to the accuracy or completeness of any Report, and shall not be liable for any information contained in or omitted from any Report; (b) that the Reports are not intended to be comprehensive audits or examinations, and that Agent or any other Person performing any audit or examination will inspect only specific information regarding Obligations or the Collateral and will rely significantly upon the applicable Obligor's books and records as well as upon representations of the applicable Obligor's officers and employees; and (c) to keep all Reports confidential and strictly for such

Lender's internal use, and not to distribute any Report (or the contents thereof) to any Person (except: (i) to such Lender's Participants, attorneys and accountants (provided such Persons are informed of the confidential nature of the Information and instructed to keep it confidential), (ii) to the extent requested by any governmental, regulatory or self-regulatory authority purporting to have jurisdiction over it or its Affiliates (in which case such Person shall, except with respect to any audit or examination conducted by bank accountants or any Governmental Authority or regulatory or self-regulatory authority exercising examination or regulatory authority, to the extent permitted by law, (x) inform the Parent promptly in advance thereof and (y) use commercially reasonable efforts to ensure that any information so disclosed is accorded confidential treatment), or (iii) to the extent required by Requirements of Law or by any subpoena or other legal process (in which case such Person shall (x) to the extent permitted by law, inform the Parent promptly in advance thereof and (y) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment)) or use any Report in any manner other than administration of the Loans and other Obligations. Each Lender shall indemnify and hold harmless Agent and any other Person preparing a Report from any action such Lender may take as a result of or any conclusion it may draw from any Report, as well as from any Claims arising as a direct or indirect result of Agent furnishing a Report to such Lender.

12.3 Reliance By Agent. Agent shall be entitled to rely, and shall be fully protected in relying, upon any certification, notice or other communication (including those by telephone, telex, telegram, telecopy or e-mail) believed by it to be genuine and correct and to have been signed, sent or made by the proper Person, and upon the advice and statements of Agent Professionals. Agent shall have a reasonable and practicable amount of time to act upon any instruction, notice or other communication under any Loan Document, and shall not be liable for any delay in acting.

12.4 Action Upon Default. Agent shall not be deemed to have knowledge of any Default or Event of Default, or of any failure to satisfy any conditions in **Section 6**, unless it has received written notice from a Borrower or Required Lenders specifying the occurrence and nature thereof. If any Lender acquires knowledge of a Default, Event of Default or failure of such conditions, it shall promptly notify Agent and the other Lenders thereof in writing. Each Secured Party agrees that, except as otherwise provided in any Loan Documents or with the written consent of Agent and Required Lenders, it will not take any Enforcement Action, accelerate Obligations (other than Secured Bank Product Obligations), or exercise any right that it might otherwise have under Requirements of Law to credit bid at foreclosure sales, UCC or PPSA sales or other similar dispositions of Collateral or to assert any rights relating to any Collateral.

12.5 Ratable Sharing. No Lender shall set off against any Dominion Account without the prior written consent of Agent. If any Lender shall obtain any payment or reduction of any Obligation, whether through set-off or otherwise, in excess of its share of such Obligation, determined on a Pro Rata basis or in accordance with **Section 5.6.1**, as applicable, such Lender shall forthwith purchase from Agent, the U.S. Issuing Banks (if such Obligation is a U.S. Facility Obligation), the Canadian Issuing Bank (if such Obligation is a Canadian Facility Obligation), the U.K./Dutch Issuing Bank (if such Obligation is a U.K./Dutch Facility Obligation), and the other Lenders such participations in the affected Obligation as are necessary to cause the purchasing Lender to share the excess payment or reduction on a Pro Rata basis or in accordance with **Section 5.6.1**, as applicable. If any of such payment or reduction is thereafter recovered from the purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. Notwithstanding the foregoing, if a Defaulting Lender obtains a payment or reduction of any Obligation, it shall immediately turn over the amount thereof to Agent for application under **Section 4.2.2** and it shall provide a written statement to Agent describing the Obligation affected by such payment or reduction.

12.6 Indemnification. EACH LENDER SHALL INDEMNIFY AND HOLD HARMLESS AGENT INDEMNITEES AND ISSUING BANK INDEMNITEES, TO THE EXTENT NOT REIMBURSED BY OBLIGORS, ON A PRO RATA BASIS, AGAINST ALL CLAIMS THAT MAY BE INCURRED BY OR ASSERTED AGAINST ANY SUCH INDEMNITEE (OTHER THAN CLAIMS THAT ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE), PROVIDED THAT ANY CLAIM AGAINST AN AGENT INDEMNITEE RELATES TO OR ARISES FROM ITS ACTING AS OR FOR AGENT (IN THE CAPACITY OF AGENT). In Agent's discretion, it may

reserve for any Claims made against an Agent Indemnitee or Issuing Bank Indemnitee, and may satisfy any judgment, order or settlement relating thereto, from proceeds of Collateral prior to making any distribution of Collateral proceeds to Secured Parties. If Agent is sued by any Creditor Representative, debtor-in-possession or other Person for any alleged preference or fraudulent transfer, then any monies paid by Agent in settlement or satisfaction of such proceeding, together with all interest, costs and expenses (including attorneys' fees) incurred in the defense of same, shall be promptly reimbursed to Agent by each Lender to the extent of its Pro Rata share.

12.7 Limitation on Responsibilities of Agent. Agent shall not be liable to any Secured Party for any action taken or omitted to be taken under the Loan Documents, except for losses directly and solely caused by Agent's gross negligence or willful misconduct. Agent does not assume any responsibility for any failure or delay in performance or any breach by any Obligor, Lender or other Secured Party of any obligations under the Loan Documents. Agent does not make any express or implied representation, warranty or guarantee to Secured Parties with respect to any Obligations, Collateral, Loan Documents or Obligor. No Agent Indemnitee shall be responsible to Secured Parties for any recitals, statements, information, representations or warranties contained in any Loan Documents; the execution, validity, genuineness, effectiveness or enforceability of any Loan Documents; the genuineness, enforceability, collectability, value, sufficiency, location or existence of any Collateral, or the validity, extent, perfection or priority of any Lien therein; the validity, enforceability or collectability of any Obligations; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Obligor or Account Debtor. No Agent Indemnitee shall have any obligation to any Secured Party to ascertain or inquire into the existence of any Default or Event of Default, the observance or performance by any Obligor of any terms of the Loan Documents, or the satisfaction of any conditions precedent contained in any Loan Documents.

12.8 Successor Agent and Co-Agents.

12.8.1. Resignation; Successor Agent. Subject to the appointment and acceptance of a successor Agent as provided below, Agent may resign at any time by giving at least 30 days written notice thereof to Lenders and Borrower Agent. Upon receipt of such notice, Required Lenders shall have the right to appoint a successor Agent which shall be (a) a U.S. Lender or an Affiliate of a U.S. Lender; or (b) a commercial bank that is organized under the laws of the United States or any state or district thereof, has a combined capital surplus of at least \$200,000,000 and (provided no Event of Default exists) is reasonably acceptable to Borrower Agent. If no successor agent is appointed prior to the effective date of the resignation of Agent, then Agent may appoint a successor agent from among Lenders or, if no Lender accepts such role, Agent may appoint Required Lenders as successor Agent. Upon acceptance by a successor Agent of an appointment to serve as Agent hereunder, or upon appointment of Required Lenders as successor Agent, such successor Agent shall thereupon succeed to and become vested with all the powers and duties of the retiring Agent (including as security trustee of Secured Parties under the U.K. Security Agreements) without further act, and the retiring Agent shall be discharged from its duties and obligations hereunder but shall continue to have the benefits of the indemnification set forth in **Sections 12.6 and 14.2**. Notwithstanding any Agent's resignation, the provisions of this **Section 12** shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while Agent. Any successor to Bank of America by merger or acquisition of stock shall continue to be Agent (including as security trustee of Secured Parties under the U.K. Security Agreements) hereunder without further act on the part of the parties hereto, unless such successor resigns as provided above.

12.8.2. Separate Collateral Agent. It is the intent of the parties that there shall be no violation of any Requirements of Law denying or restricting the right of financial institutions to transact business in any jurisdiction. If Agent believes that it may be limited in the exercise of any rights or remedies under the Loan Documents due to any Requirements of Law, Agent may appoint an additional Person who is not so limited, as a separate collateral agent or co-collateral agent. If Agent so appoints a collateral agent or co-collateral agent, each right and remedy intended to be available to Agent under the Loan Documents shall also be vested in such separate agent. Secured Parties shall execute and deliver such documents as Agent deems appropriate to vest any rights or remedies in such agent. If any collateral agent or co-collateral agent shall die or dissolve, become incapable of acting, resign or be removed, then all the rights and remedies of such agent, to the extent permitted by Requirements of Law, shall vest in and be exercised by Agent until appointment of a new agent.

12.9 Due Diligence and Non-Reliance. Each Lender acknowledges and agrees that it has, independently and without reliance upon Agent or any other Lenders, and based upon such documents, information and analyses as it has deemed appropriate, made its own credit analysis of each Obligor and its own decision to enter into this Agreement and to fund Loans and participate in LC Obligations hereunder. Each Secured Party has made such inquiries as it feels necessary concerning the Loan Documents, Collateral and Obligors. Each Secured Party acknowledges and agrees that the other Secured Parties have made no representations or warranties concerning any Obligor, any Collateral or the legality, validity, sufficiency or enforceability of any Loan Documents or Obligations. Each Secured Party will, independently and without reliance upon any other Secured Party, and based upon such financial statements, documents and information as it deems appropriate at the time, continue to make and rely upon its own credit decisions in making Loans and participating in LC Obligations, and in taking or refraining from any action under any Loan Documents. Except for notices, reports and other information expressly requested by a Lender, Agent shall have no duty or responsibility to provide any Secured Party with any notices, reports or certificates furnished to Agent by any Obligor or any credit or other information concerning the affairs, financial condition, business or Properties of any Obligor (or any of its Affiliates) which may come into possession of Agent or its Affiliates.

12.10 Remittance of Payments and Collections.

12.10.1. Remittances Generally. All payments by any Lender to Agent shall be made by the time and on the day set forth in this Agreement, in immediately available funds. If no time for payment is specified or if payment is due on demand by Agent and request for payment is made by Agent by 11:00 a.m. (Applicable Time Zone) on a Business Day, payment shall be made by Lender not later than 2:00 p.m. (Applicable Time Zone) on such day, and if request is made after 11:00 a.m. (Applicable Time Zone), then payment shall be made by 11:00 a.m. (Applicable Time Zone) on the next Business Day. Payment by Agent to any Secured Party shall be made by wire transfer, in the type of funds received by Agent. Any such payment shall be subject to Agent's right of offset for any amounts due from such payee under the Loan Documents.

12.10.2. Failure to Pay. If any Secured Party fails to pay any amount when due by it to Agent pursuant to the terms hereof, such amount shall bear interest from the due date until paid at the rate determined by Agent as customary in the banking industry for interbank compensation. In no event shall Obligors be entitled to receive credit for any interest paid by a Secured Party to Agent, nor shall any Defaulting Lender be entitled to interest on any amounts held by Agent pursuant to **Section 4.2**.

12.10.3. Recovery of Payments. If Agent pays any amount to a Secured Party in the expectation that a related payment will be received by Agent from an Obligor and such related payment is not received, then Agent may recover such amount from each Secured Party that received it. If Agent determines at any time that an amount received under any Loan Document must be returned to an Obligor or paid to any other Person pursuant to Requirements of Law or otherwise, then, notwithstanding any other term of any Loan Document, Agent shall not be required to distribute such amount to any Lender. If any amounts received and applied by Agent to any Obligations are later required to be returned by Agent pursuant to Requirements of Law, each Lender shall pay to Agent, **on demand**, such Lender's Pro Rata share of the amounts required to be returned.

12.11 Agent in its Individual Capacity. As a Lender, Bank of America shall have the same rights and remedies under the other Loan Documents as any other Lender, and the terms "Lenders," "Required Lenders," "U.S. Required Lenders," "Canadian Required Lenders," "U.K./Dutch Required Lenders," or any similar term shall include Bank of America, if applicable, in its capacity as a Lender. Bank of America and its Affiliates may accept deposits from, lend money to, provide Bank Products to, act as financial or other advisor to, and generally engage in any kind of business with, Obligors and their Affiliates, as if Bank of America were not Agent hereunder, without any duty to account therefor to Lenders. In their individual capacities, Bank of America and its Affiliates may receive information regarding Obligors, their Affiliates and their Account Debtors (including information subject to confidentiality obligations), and each Secured Party agrees that Bank of America and its Affiliates shall be under no obligation to provide such information to any Secured Party, if acquired in such individual capacity.

12.12 Agent Titles. Each Lender, other than Bank of America, that is designated (on the cover page of this Agreement or otherwise) by Bank of America as an “Agent” or “Arranger” of any type shall not have any right, power, responsibility or duty under any Loan Documents other than those applicable to all Lenders, and shall in no event be deemed to have any fiduciary relationship with any other Lender.

12.13 Bank Product Providers. Each Secured Bank Product Provider, by delivery of a notice to Agent of a Bank Product, agrees to be bound by **Section 5.6** and this **Section 12**. Each Secured Bank Product Provider shall indemnify and hold harmless Agent Indemnitees, to the extent not reimbursed by Obligors, against all Claims that may be incurred by or asserted against any Agent Indemnitee in connection with such provider’s Secured Bank Product Obligations, unless such Claim is caused by the gross negligence or willful misconduct of such Agent Indemnitee.

12.14 No Third Party Beneficiaries. This **Section 12** is an agreement solely among Secured Parties and Agent, and shall survive Full Payment of the Obligations. This **Section 12** does not confer any rights or benefits upon Obligors (except for the consent rights set forth in **Section 12.8.1**) or any other Person. As between Obligors and Agent, any action that Agent may take under any Loan Documents or with respect to any Obligations shall be conclusively presumed to have been authorized and directed by Secured Parties.

Section 13. BENEFIT OF AGREEMENT; ASSIGNMENTS

13.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Obligors, Agent, Lenders, Secured Parties, and their respective successors and assigns, except that (a) no Obligor shall have the right to assign its rights or delegate its obligations under any Loan Documents; and (b) any assignment by a Lender must be made in compliance with **Section 13.3**. Agent may treat the Person which made any Loan as the owner thereof for all purposes until such Person makes an assignment in accordance with **Section 13.3**. Any authorization or consent of a Lender shall be conclusive and binding on any subsequent transferee or assignee of such Lender.

13.2 Participations.

13.2.1. Permitted Participants; Effect. Any Lender may, in the Ordinary Course of Business and in accordance with Requirements of Law, at any time sell to a financial institution (“Participant”) a participating interest in the rights and obligations of such Lender under any Loan Documents. Despite any sale by a Lender of participating interests to a Participant, such Lender’s obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for performance of such obligations, such Lender shall remain the holder of its Loans and Commitments for all purposes, all amounts payable by Obligors shall be determined as if such Lender had not sold such participating interests, and Obligors and Agent shall continue to deal solely and directly with such Lender in connection with the Loan Documents. Each Lender shall be solely responsible for notifying its Participants of any matters under the Loan Documents, and Agent and the other Lenders shall not have any obligation or liability to any such Participant. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of **Section 5.9** unless Borrower Agent agrees otherwise in writing.

13.2.2. Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, waiver or other modification of any Loan Documents other than that which forgives principal, interest or fees, reduces the stated interest rate or fees payable with respect to any Loan or Commitment in which such Participant has an interest, postpones the Canadian Revolver Commitment Termination Date (if such Participant has an interest in the Canadian Revolver Commitments), U.K./Dutch Revolver Commitment Termination Date (if such Participant has an interest in the U.K./Dutch Revolver Commitments), or U.S. Revolver Commitment Termination Date (if such Participant has an interest in the U.S. Revolver Commitments), or any date fixed for any regularly scheduled payment of principal, interest or fees on such Loan or Commitment, or releases any Borrower, any Guarantor(s) constituting a substantial portion of the Loan Guaranty or any substantial portion of the Collateral.

13.2.3. Benefit of Set-Off. Obligors agree that each Participant shall have a right of set-off in respect of its participating interest to the same extent as if such interest were owing directly to a Lender, and each Lender shall also retain the right of set-off with respect to any participating interests sold by it. By exercising any right of set-off, a Participant agrees to share with Lenders all amounts received through its set-off, in accordance with **Section 12.5** as if such Participant were a Lender.

13.3 Assignments.

13.3.1. Permitted Assignments.

(a) A Lender may assign to an Eligible Assignee any of its rights and obligations under the Loan Documents, as long as (i) each assignment is of a constant, and not a varying, percentage of the transferor Lender's rights and obligations under the Loan Documents and, in the case of a partial assignment, is in a minimum principal amount of \$10,000,000 (unless otherwise agreed by Agent and Borrower Agent (unless an Event of Default has occurred and is continuing) in their respective discretion) and integral multiples of \$1,000,000 in excess of that amount; (ii) except in the case of an assignment in whole of a Lender's rights and obligations, the aggregate amount of the Commitments retained by the transferor Lender is at least \$10,000,000 (unless otherwise agreed by Agent and Borrower Agent (unless an Event of Default has occurred and is continuing) in their respective discretion); and (iii) the parties to each such assignment shall execute and deliver to Agent, for its acceptance and recording, an Assignment and Acceptance. Nothing herein shall limit the right of a Lender to pledge or assign any rights under the Loan Documents to (x) any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors and any Operating Circular issued by such Federal Reserve Bank, or (y) counterparties to swap agreements relating to any Loans; provided, however, that any payment by Obligors to the assigning Lender in respect of any Obligations assigned as described in this sentence shall satisfy Obligors' obligations hereunder to the extent of such payment, and no such assignment shall release the assigning Lender from its obligations hereunder.

(b) Notwithstanding anything contained herein to the contrary, no assignment may be made unless after giving effect thereto:

(i) the percentage of each U.S. Lender's U.S. Revolver Commitment to the aggregate amount of all U.S. Revolver Commitments equals the percentage of such Lender's and such Lender's Affiliates' and branches': (1) Canadian Revolver Commitment to the aggregate amount of all Canadian Revolver Commitments, and (2) U.K./Dutch Revolver Commitment to the aggregate amount of all U.K./Dutch Revolver Commitments;

(ii) the percentage of each Canadian Lender's Canadian Revolver Commitment to the aggregate amount of all Canadian Revolver Commitments equals the percentage of such Lender's and such Lender's Affiliates' and branches': (1) U.S. Revolver Commitment to the aggregate amount of all U.S. Revolver Commitments, and (2) U.K./Dutch Revolver Commitment to the aggregate amount of all U.K./Dutch Revolver Commitments;

(iii) [reserved]; and

(iv) the percentage of each U.K./Dutch Lender's U.K./Dutch Revolver Commitment to the aggregate amount of all U.K./Dutch Revolver Commitments equals the percentage of such Lender's and such Lender's Affiliates' and branches': (1) U.S. Revolver Commitment to the aggregate amount of all U.S. Revolver Commitments, and (2) Canadian Revolver Commitment to the aggregate amount of all Canadian Revolver Commitments.

13.3.2. Effect; Effective Date. Upon delivery to Agent of an assignment notice in the form of **Exhibit C** and a processing fee of \$3,500 (unless otherwise agreed by Agent in its discretion), the assignment shall become effective as specified in the notice, if it complies with this **Section 13.3**. From such effective date, the Eligible Assignee shall for all purposes be a Lender under the Loan Documents, and shall have all rights and obligations of a Lender thereunder. Upon consummation of an assignment, the transferor Lender, Agent and Borrowers shall make appropriate arrangements for issuance of

replacement and/or new Notes, as applicable. The transferee Lender shall comply with **Section 5.10** and deliver, upon request, an administrative questionnaire satisfactory to Agent.

13.3.3. Certain Assignees. No assignment or participation may be made to an Obligor, Affiliate of an Obligor, Defaulting Lender or natural person (or a holding company, investment vehicle or trust for, or owned and operated by or for the primary benefit of a natural person). In connection with any assignment by a Defaulting Lender, such assignment shall be effective only upon payment by the Eligible Assignee or Defaulting Lender to Agent of an aggregate amount sufficient, upon distribution (through direct payment, purchases of participations or other compensating actions as Agent deems appropriate), (a) to satisfy all funding and payment liabilities then owing by the Defaulting Lender hereunder, and (b) to acquire its Pro Rata share of all Loans and LC Obligations. If an assignment by a Defaulting Lender shall become effective under Requirements of Law for any reason without compliance with the foregoing sentence, then the assignee shall be deemed a Defaulting Lender for all purposes until such compliance occurs.

13.4 Replacement of Certain Lenders. If a Lender (a) fails to give its consent to any amendment, waiver or action for which consent of all Lenders was required and Required Lenders consented, or (b) is a Defaulting Lender, then, in addition to any other rights and remedies that any Person may have, Agent or Borrower Agent may, by notice to such Lender within 120 days after such event, either (i) terminate the Commitments of such Lender (and its Affiliates and branches) and repay all outstanding Obligations of such Lender (and its Affiliates and branches), or (ii) require such Lender to assign all of its rights and obligations under the Loan Documents to Eligible Assignee(s), pursuant to appropriate Assignment and Acceptance(s), in each case, within 20 days after the notice. Agent is irrevocably appointed as attorney-in-fact to execute any such Assignment and Acceptance if the Lender fails to execute it. Such Lender shall be entitled to receive, in cash, concurrently with such assignment, all amounts owed to it under the Loan Documents, including all principal, interest and fees through the date of assignment (but excluding any prepayment charge).

Section 14. MISCELLANEOUS

14.1 Consents, Amendments and Waivers.

14.1.1. Amendment. No modification of any Loan Document, including any extension or amendment of a Loan Document or any waiver of a Default or Event of Default, shall be effective without the prior written agreement of the Required Lenders or of Agent (with the consent of Required Lenders) and each Obligor party to such Loan Document; provided, however, that

(a) without the prior written consent of Agent, no modification shall be effective with respect to any provision in a Loan Document that relates to any rights, duties or discretion of Agent;

(b) without the prior written consent of each affected Issuing Bank, no modification shall be effective with respect to any LC Obligations, **Section 2.2**, **Section 2.3**, **Section 2.4**, or any other provision in a Loan Document that relates to any rights, duties or discretion of such affected Issuing Bank;

(c) without the prior written consent of each affected Lender, including a Defaulting Lender, no modification shall be effective that would (i) increase the Commitment of such Lender; (ii) reduce the amount of, or waive or delay payment of, any principal, interest or fees payable to such Lender (except as provided in **Section 4.2**) (it being understood that no modification to any financial ratio or availability ratio or defined term as used therein shall be deemed to be a reduction of the amount of interest or fees payable to a Lender even if it has such effect); (iii) extend the Commitment of such Lender, or (iv) amend this clause (c);

(d) without the prior written consent of all Lenders (except any Defaulting Lender), no modification shall be effective that would (i) extend the U.S. Revolver Commitment Termination Date, the U.K./Dutch Revolver Commitment Termination Date, the Canadian Revolver Commitment Termination Date or the Facility Termination Date, (ii) alter **Section 5.6**, **7.1** (except to add Collateral), **12.5** or **14.1.1**; (iii) amend the definition of Pro Rata, Supermajority Lenders, or Required Lenders; (iv)

increase any advance rate; (v) release Collateral with a book value greater than \$10,000,000 during any calendar year, except as currently contemplated by the Loan Documents; or (vi) release any Borrower from liability for any Obligations, or any Guarantor(s) constituting a substantial portion of the Loan Guaranty, in each case in this clause (vi), except as currently contemplated by the Loan Documents as of the Closing Date or as otherwise amended in accordance with this clause (d);

(e) without the prior written consent of the Supermajority Lenders, no modification shall be effective that would amend (i) the definition of U.S. Borrowing Base (or any defined term used in such definition, including any defined term used therein) to the extent that any such amendment results in more credit being made available to U.S. Borrowers, (ii) the Canadian Borrowing Base (or any defined term used in such definition, including any defined term used therein) to the extent that any such amendment results in more credit being made available to the Canadian Borrower, (iii) [reserved], or (iv) the U.K./Dutch Borrowing Base (or any defined term used in such definition, including any defined term used therein) to the extent that any such amendment results in more credit being made available to the U.K./Dutch Borrowers;

(f) without the prior written consent of a Secured Bank Product Provider, no modification shall be effective that affects its relative payment priority under **Section 5.6**;

(g) without the prior written consent of all Lenders, (i) the Obligations shall not be subordinated in right of payment to any other Indebtedness for borrowed money, and (ii) Agent shall not agree to subordinate its Liens in the Collateral to any other Liens securing Indebtedness for borrowed money except to the extent contemplated by **Section 12.2.1** as of the Closing Date or as otherwise amended in accordance with this clause (g);

(h) without the prior written consent of all: (i) U.S. Lenders, amend the definition of U.S. Required Lenders, (ii) Canadian Lenders, amend the definition of Canadian Required Lenders, and (iii) U.K./Dutch Lenders, amend the definition of U.K./Dutch Required Lenders;

(i) if Real Estate secures any Obligations, no modification of a Loan Document shall add, increase, renew or extend any credit line hereunder until the completion of flood diligence and documentation as required by all Flood Insurance Laws; and

(j) to the extent any portions of **Section 10.2.1** or **10.2.2** contemplate an intercreditor agreement satisfactory to Agent, the Lenders hereby authorize Agent to enter into any such intercreditor agreement (and all amendments, amendment and restatements, modifications or other supplements thereto) in each case, in form and substance reasonably satisfactory to Agent. In addition, each Lender authorizes Agent to enter into any amendments, amendment and restatements, modifications or other supplements to the Intercreditor Agreement, in form and substance reasonably satisfactory to Agent, to permit Parent and its Restricted Subsidiaries to incur additional Indebtedness secured on a *pari passu* basis with the Indebtedness under the Term Loan Documents or on a junior basis to the Indebtedness under the Term Loan Documents, in each case, as permitted under Section 10.2.1 or 10.2.2 of this Agreement.

(k) notwithstanding anything contained in this Agreement to the contrary, no Mortgage shall be executed and delivered with respect to any real property unless and until each Lender has received, at least twenty Business Days prior to such execution and delivery, a life of loan flood zone determination and such other documents as it may reasonably request to complete its flood insurance due diligence and has confirmed to the Agent that flood insurance due diligence and flood insurance compliance has been completed to its reasonable satisfaction (it being agreed that any deadline set forth in this Agreement or any other Loan Document for the Borrower to execute and deliver such Mortgage shall be extended until each such Lender has provided such confirmation to Agent).

14.1.2. Limitations. The agreement of Obligor shall not be necessary to the effectiveness of any modification of a Loan Document that deals solely with the rights and duties of Lenders, Agent and/or Issuing Banks as among themselves. Only the consent of the parties to the Fee Letters or any agreement relating to a Bank Product shall be required for any modification of such agreement, and any non-Lender that is party to a Bank Product agreement shall have no right to

participate in any manner in modification of any other Loan Document. Any waiver or consent granted by Agent or Lenders hereunder shall be effective only if in writing and only for the matter specified.

14.1.3. Payment for Consents. No Obligor will, directly or indirectly, pay any remuneration or other thing of value, whether by way of additional interest, fee or otherwise, to any Lender (in its capacity as a Lender hereunder) as consideration for agreement by such Lender with any modification of any Loan Documents, unless such remuneration or value is concurrently paid, on the same terms, on a Pro Rata basis to all Lenders providing their consent.

14.2 Indemnity. EACH OBLIGOR SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST ANY CLAIMS THAT MAY BE INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE, INCLUDING CLAIMS ASSERTED BY ANY OBLIGOR OR OTHER PERSON OR ARISING FROM THE NEGLIGENCE OF AN INDEMNITEE. In no event shall any party to a Loan Document have any obligation thereunder to indemnify or hold harmless an Indemnatee with respect to a Claim that is determined in a final, non-appealable judgment by a court of competent jurisdiction to result from the bad faith, gross negligence or willful misconduct of, or material breach of its obligations under the Loan Documents by, such Indemnatee.

14.3 Notices and Communications.

14.3.1. Notice Address. Subject to **Section 4.1.4**, all notices and other communications by or to a party hereto shall be in writing and shall be given to any Obligor, at Borrower Agent's address shown on the signature pages hereof or on **Schedule 14.3**, and to any other Person at its address shown on the signature pages hereof (or, in the case of a Person who becomes a Lender after the Closing Date, at the address shown on its Assignment and Acceptance), or at such other address as a party may hereafter specify by notice in accordance with this **Section 14.3**. Each such notice or other communication shall be effective only (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three Business Days after deposit in the mail, with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Notwithstanding the foregoing, no notice to Agent pursuant to **Section 2.1.4, 2.2, 2.3, 2.4, 3.1.2, or 4.1.1** shall be effective until actually received by the individual to whose attention at Agent such notice is required to be sent. Any written notice or other communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. Any notice received by Borrower Agent shall be deemed received by all Obligors.

14.3.2. [Reserved].

14.3.3. Non-Conforming Communications. Agent and Lenders may rely upon any notices purportedly given by or on behalf of any Obligor even if such notices were not made in a manner specified herein, were incomplete or were not confirmed, or if the terms thereof, as understood by the recipient, varied from a later confirmation. Each Obligor shall indemnify and hold harmless each Indemnatee from any liabilities, losses, costs and expenses arising from any telephonic communication purportedly given by or on behalf of an Obligor.

14.4 Performance of Obligors' Obligations. Agent may, in its discretion at any time and from time to time, at the applicable Borrowers' expense, pay any amount or do any act required of an Obligor under any Loan Documents or otherwise lawfully requested by Agent to (a) enforce any Loan Documents or collect any Obligations; (b) protect, insure, maintain or realize upon any Collateral; or (c) defend or maintain the validity or priority of Agent's Liens in any Collateral, including any payment of a judgment, insurance premium, warehouse charge, finishing or processing charge, or landlord claim, or any discharge of a Lien. All documented payments and reasonable and documented costs and expenses (including Extraordinary Expenses) of Agent under this Section shall be reimbursed to Agent by Borrowers, **on demand**, with interest from the date incurred to the date of payment thereof at the Default Rate applicable to U.S. Base Rate Revolver Loans. Any payment made or action taken by Agent under this Section shall be without prejudice to any right to assert an Event of Default or to exercise any other rights or remedies under the Loan Documents.

14.5 Credit Inquiries. Each Obligor hereby authorizes Agent and Lenders (but they shall have no obligation) to respond to usual and customary credit inquiries from third parties concerning any Obligor or Subsidiary.

14.6 Severability. Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be valid under Requirements of Law. If any provision is found to be invalid under Requirements of Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of the Loan Documents shall remain in full force and effect.

14.7 Cumulative Effect; Conflict of Terms. The provisions of the Loan Documents are cumulative. The parties acknowledge that the Loan Documents may use several limitations, tests or measurements to regulate similar matters, and they agree that these are cumulative and that each must be performed as provided. Except as otherwise provided in another Loan Document (by specific reference to the applicable provision of this Agreement), if any provision contained herein is in direct conflict with any provision in another Loan Document, the provision herein shall govern and control.

14.8 Electronic Execution; Electronic Records; Counterparts. This Agreement, any Loan Document and any other Communication, including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Obligors and each of the Agent, the Issuing Banks and the Lenders agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Person to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. Each of the Agent, the Issuing Banks and the Lenders may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, neither the Agent nor any Issuing Bank or Lender is under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Agent and/or any Issuing Bank or Lender has agreed to accept such Electronic Signature, the Agent and each of the Issuing Banks and Lenders shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Obligor and/or any Issuing Bank or Lender without further verification and (b) upon the request of the Agent or any Issuing Bank or Lender, any Electronic Signature shall be promptly followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

(wb) Neither the Agent nor any Issuing Bank or Lender shall be responsible for or have any duty to ascertain or inquire into the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Agent's or any Issuing Bank's or Lender's reliance on any Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means). The Agent and each Issuing Bank and Lender shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any Communication (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution or signed using an Electronic Signature) or any statement made to it orally or by telephone and believed by it to be genuine

and signed or sent or otherwise authenticated (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

(wc) Each of the Obligors and each Issuing Bank and Lender hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement or any other Loan Document based solely on the lack of paper original copies of this Agreement and/or such other Loan Document, and (ii) waives any claim against the Agent and each Issuing Bank and Lender for any liabilities arising solely from the Agent's and/or any Issuing Bank's and/or Lender's reliance on or use of Electronic Signatures, including any liabilities arising as a result of the failure of the Obligors to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

14.9 Entire Agreement. Time is of the essence of the Loan Documents. The Loan Documents constitute the entire contract among the parties relating to the subject matter hereof, and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

14.10 Relationship with Lenders. The obligations of each Lender hereunder are several, and no Lender shall be responsible for the obligations or Commitments of any other Lender. Amounts payable hereunder to each Lender shall be a separate and independent debt. It shall not be necessary for Agent or any other Lender to be joined as an additional party in any proceeding for such purposes. Nothing in this Agreement and no action of Agent, Lenders or any other Secured Party pursuant to the Loan Documents or otherwise shall be deemed to constitute Agent and any Secured Party to be a partnership, association, joint venture or any other kind of entity, nor to constitute control of any Obligor.

14.11 Lender Loss Sharing Agreement.

(a) **Definitions.** As used in this **Section 14.11**, the following terms shall have the following meanings:

(i) **CAM:** the mechanism for the allocation and exchange of interests in the Loans, participations in Letters of Credit and collections thereunder established under **Section 14.11(b)**.

(ii) **CAM Exchange:** the exchange of the U.S. Lenders' interests, the U.K./Dutch Lenders' interests and the Canadian Lenders' interests provided for in **Section 14.11(b)**.

(iii) **CAM Exchange Date:** the first date after the Closing Date on which there shall occur (a) any event described in **Section 11.1(f)** or **Section 11.1(g)** with respect to any Borrower, or (b) an acceleration of Loans and termination of the Commitments pursuant to **Section 11.2**.

(iv) **CAM Percentage:** as to each Lender, a fraction, (a) the numerator of which shall be the aggregate amount of such Lender's Revolver Commitments immediately prior to the CAM Exchange Date and the termination of the Revolver Commitments, and (b) the denominator of which shall be the amount of the Revolver Commitments of all the Lenders immediately prior to the CAM Exchange Date and the termination of the Revolver Commitments.

(v) **Designated Obligations:** all Obligations of the Borrowers with respect to (a) principal and interest under the U.S. Revolver Loans, U.K./Dutch Revolver Loans, Canadian Revolver Loans, Overadvance Loans and Protective Advances, (b) unreimbursed drawings under Letters of Credit and interest thereon, and (c) fees under **Sections 3.2.1, 3.2.2(a), 3.2.3(a), and 3.2.4(a)**.

(vi) Revolver Facilities: the facility established under the U.S. Revolver Commitments, the U.K./Dutch Revolver Commitments, and the Canadian Revolver Commitments, and Revolver Facility means any one of such Revolver Facilities.

(b) CAM Exchange.

(i) On the CAM Exchange Date,

(A) the U.S. Revolver Commitments, the U.K./Dutch Revolver Commitments, and the Canadian Revolver Commitments shall have terminated in accordance with **Section 11.2**,

(B) each U.S. Lender shall fund its participation in any outstanding Protective Advances in accordance with **Section 2.1.6**, each U.K./Dutch Lender shall fund its participation in any outstanding Protective Advances in accordance with **Section 2.1.6**, and each Canadian Lender shall fund its participation in any outstanding Protective Advances in accordance with **Section 2.1.6**,

(C) each U.S. Lender shall fund its participation in any unreimbursed drawings made under the applicable Letters of Credit pursuant to **Section 2.3.2(b)**, each Canadian Lender shall fund its participation in any unreimbursed drawings made under the applicable Letters of Credit pursuant to Section 2.4.2(b), and each U.K./Dutch Lender shall fund its participation in any unreimbursed drawings made under the applicable Letters of Credit pursuant to **Section 2.2.2(b)**, and

(D) the Lenders shall purchase at par interests (in Dollars) in the Designated Obligations under each Revolver Facility (and shall make payments to Agent for reallocation to other Lenders to the extent necessary to give effect to such purchases) and shall assume the obligations to reimburse the applicable Issuing Bank for unreimbursed drawings under outstanding Letters of Credit under such Revolver Facility such that, in lieu of the interests of each Lender in the Designated Obligations under the U.S. Revolver Commitments, the U.K./Dutch Revolver Commitments, and the Canadian Revolver Commitments in which it shall participate immediately prior to the CAM Exchange Date, such Lender shall own an interest equal to such Lender's CAM Percentage in each component of the Designated Obligations immediately following the CAM Exchange.

(ii) Each Lender and each Person acquiring a participation from any Lender as contemplated by **Section 13.2** hereby consents and agrees to the CAM Exchange. Each Borrower agrees from time to time to execute and deliver to Lenders all such promissory notes and other instruments and documents as Agent shall reasonably request to evidence and confirm the respective interests and obligations of Lenders after giving effect to the CAM Exchange, and each Lender agrees to surrender any promissory notes originally received by it in connection with its Loans under this Agreement to Agent against delivery of any promissory notes so executed and delivered; provided that the failure of any Lender to deliver or accept any such promissory note, instrument or document shall not affect the validity or effectiveness of the CAM Exchange.

(iii) As a result of the CAM Exchange, from and after the CAM Exchange Date, each payment received by Agent pursuant to any Loan Document in respect of any of the Designated Obligations shall be distributed to Lenders, pro rata in accordance with their respective CAM Percentages.

(iv) In the event that on or after the CAM Exchange Date, the aggregate amount of the Designated Obligations shall change as a result of the making of a disbursement under a Letter of Credit by any Issuing Bank that is not reimbursed by the applicable Borrowers, then each Lender shall promptly reimburse such Issuing Bank for its CAM Percentage of such unreimbursed payment.

(c) Notwithstanding any other provision of this **Section 14.11**, Agent and each Lender agree that if Agent or a Lender is required under Requirements of Law to withhold or deduct any taxes or other amounts from payments made by it hereunder or as a result hereof, such Person shall be entitled to withhold or deduct such amounts and pay over such taxes or other amounts to the applicable Governmental Authority imposing such tax without any obligation to indemnify Agent or any Lender with respect to such amounts and without any other obligation of gross up or offset with respect thereto and there shall be no recourse whatsoever by Agent or any Lender subject to such withholding to Agent or any other Lender making such withholding and paying over such amounts, but without diminution of the rights of Agent or such Lender subject to such withholding as against Borrowers and the other Obligors to the extent (if any) provided in this Agreement and the other Loan Documents. Any amounts so withheld or deducted shall be treated as, for the purpose of this **Section 14.11**, having been paid to Agent or such Lender with respect to which such withholding or deduction was made.

14.12 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated by any Loan Document, Obligors acknowledge and agree that (a)(i) this credit facility and any related arranging or other services by Agent, any Lender, any of their Affiliates or any arranger are arm's-length commercial transactions between Obligors and such Person; (ii) Obligors have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate; and (iii) Obligors are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated by the Loan Documents; (b) each of Agent, Lenders, their Affiliates and any arranger is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for Obligors, any of their Affiliates or any other Person, and has no obligation with respect to the transactions contemplated by the Loan Documents except as expressly set forth therein; and (c) Agent, Lenders, their Affiliates and any arranger may be engaged in a broad range of transactions that involve interests that differ from those of Obligors and their Affiliates, and have no obligation to disclose any of such interests to Obligors or their Affiliates. To the fullest extent permitted by Requirements of Law, each Obligor hereby waives and releases any claims that it may have against Agent, Lenders, their Affiliates and any arranger with respect to any breach of agency or fiduciary duty in connection with any transaction contemplated by a Loan Document.

14.13 Confidentiality. Each of Agent, Lenders and Issuing Banks shall maintain the confidentiality of all Information (as defined below), except that Information may be disclosed (a) to its Affiliates, and to its and their partners, directors, officers, employees, agents, advisors and representatives (provided such Persons are informed of the confidential nature of the Information and instructed to keep it confidential); (b) to the extent requested by any governmental, regulatory or self-regulatory authority purporting to have jurisdiction over it or its Affiliates (in which case such Person shall, except with respect to any audit or examination conducted by bank accountants or any Governmental Authority or regulatory or self-regulatory authority exercising examination or regulatory authority, to the extent permitted by law, (x) inform the Parent promptly in advance thereof and (y) use commercially reasonable efforts to ensure that any information so disclosed is accorded confidential treatment); (c) to the extent required by Requirements of Law or by any subpoena or other legal process, including the disclosure of any Information or other matter to the extent that preventing that disclosure would otherwise cause any transaction contemplated by the Loan Documents or any transaction carried out in connection with any transaction contemplated by the Loan Documents to become an arrangement described in Part II A 1 of Annex IV of Directive 2011/16/EU (in which case such Person shall (x) to the extent permitted by law, inform the Parent promptly in advance thereof and (y) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment); (d) to any other party hereto; (e) in connection with any action or proceeding, or other exercise of rights or remedies, relating to any Loan Documents or Obligations; (f) subject to an agreement containing provisions substantially the same as this Section, to any Transferee or any actual or prospective party (or its advisors) to any Bank Product; (g) with the consent of Borrower Agent; or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) is available to Agent, any Lender, any Issuing Bank or any of their Affiliates on a nonconfidential basis from a source other than Obligors. Notwithstanding the foregoing, Agent and Lenders may publish or disseminate general information describing this credit facility, including the names and addresses of Obligors and a general description of Obligors' businesses, and may use Obligors' logos, trademarks or product photographs in advertising materials. As used herein, "Information" means all information received from an Obligor or Subsidiary relating to it or its

business. Any Person required to maintain the confidentiality of Information pursuant to this Section shall be deemed to have complied if it exercises the same degree of care that it accords its own confidential information. Each of Agent, Lenders and Issuing Banks acknowledges that (i) Information may include material non-public information concerning an Obligor or Subsidiary or their respective securities; (ii) it has developed compliance procedures regarding the use of material non-public information; and (iii) it will handle such material non-public information in accordance with Requirements of Law, including federal, state, provincial and territorial securities laws.

14.14 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW AND FEDERAL LAWS RELATING TO NATIONAL BANKS).

14.15 Consent to Forum; Judicial Reference; Bail-In of Affected Financial Institutions.

14.15.1 Forum. EACH OBLIGOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER NEW YORK, NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH OBLIGOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1. Nothing herein shall limit the right of Agent or any Lender to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by Requirements of Law. Nothing in this Agreement shall be deemed to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

14.15.2 Judicial Reference. If any controversy or claim among the parties relating in any way to any Obligations or Loan Documents, including any alleged tort, shall be pending before any court sitting in or with jurisdiction over California or applying California law, then at the request of any party such proceeding shall be referred by the court to a referee (who shall be an active or retired judge) to hear and determine all issues in such proceeding (whether of fact or law) and to report a statement of decision for adoption by the court. Nothing in this Section shall limit any right of Agent or any other Secured Party to exercise self-help remedies, such as setoff, foreclosure or sale of any Collateral, or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after any judicial reference. The exercise of a remedy does not waive the right of any party to resort to judicial reference. At Agent's option and subject to applicable law, foreclosure under a mortgage or deed of trust may be accomplished either by exercise of power of sale thereunder or by judicial foreclosure.

14.15.3 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the parties, each party hereto (including each Secured Party) acknowledges that, with respect to any Secured Party that is an Affected Financial Institution, any unsecured liability of such Secured Party arising under a Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority, and each party hereto agrees and consents to, and acknowledges and agrees to be bound by, (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liability which may be payable to it by such Secured Party; and (b) the effects of any Bail-In Action on any such liability, including (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent, or a bridge institution that may be issued to the party or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under any Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of any Write-Down and Conversion Powers.

14.16 Waivers. To the fullest extent permitted by Requirements of Law, (x) each Obligor waives (a) the right to trial by jury (which Agent and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Agent on which an Obligor may in any way be liable, and hereby ratifies anything Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) [reserved]; and (g) notice of acceptance hereof, and (y) each party hereto waives any claim against any other party hereto, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto except, in the case of any third party claim for which indemnification is sought by any Indemnitee against any Obligor, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 14.2. Each Obligor acknowledges that the foregoing waivers are a material inducement to Agent, Issuing Banks and Lenders entering into this Agreement and that they are relying upon the foregoing in their dealings with Obligors. Each Obligor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

14.17 Patriot Act and AML Legislation Notice. Agent and Lenders hereby notify Obligors that pursuant to the requirements of the Patriot Act, the Proceeds of Crime Act and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” policies, regulations, laws or rules (the Proceeds of Crime Act and such other applicable policies, regulations, laws or rules, collectively, including any guidelines or orders thereunder, “AML Legislation”), Agent and Lenders are required to obtain, verify and record information that identifies each Obligor, including its legal name, address, tax ID number and other information that will allow Agent and Lenders to identify it in accordance with the Patriot Act and the AML Legislation. Agent and Lenders will also require information regarding each personal guarantor, if any, and may require information regarding Obligors’ management and owners, such as legal name, address, social security number and date of birth. Each Obligor shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Agent, Issuing Bank, any Lender or any prospective assignee or participant of a Lender, in order to comply with any “know your customer,” anti-money laundering rules and regulations, or other Requirements of Law, including the Patriot Act, the Beneficial Ownership Regulation and/or the applicable AML Legislation, whether now or hereafter in existence.

14.18 Canadian Anti-Money Laundering Legislation. If the Agent has ascertained the identity of any Canadian Facility Obligor or any authorized signatories of any Canadian Facility Obligor for the purposes of applicable AML Legislation, then the Agent: (a) shall be deemed to have done so as an agent for each Canadian Lender, and this Agreement shall constitute a “written agreement” in such regard between each Canadian Lender and the Agent within the meaning of the applicable AML Legislation; and (b) shall provide to each Canadian Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness. Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Canadian Lenders agrees that Agent has no obligation to ascertain the identity of the Canadian Facility Obligors or any authorized signatories of the Canadian Facility Obligors on behalf of any Canadian Lender, or to confirm the completeness or accuracy of any information it obtains from any Canadian Facility Obligor or any such authorized signatory in doing so.

14.19 Parallel Debt Undertaking.

14.19.1. The parallel debt undertaking created hereunder (“Parallel Debt Undertaking”) is constituted in order to secure the prompt and complete satisfaction of any of the respective Dutch Domiciled Obligor’s U.K./Dutch Facility Obligations. The Parallel Debt Undertaking shall also cover any future extension, prolongation, increase or novation of the U.K./Dutch Facility Obligations.

14.19.2. For the purposes of taking and ensuring the continuing validity of security under those security documents subject to the laws of (or to the extent affecting assets situated in) Germany, the Netherlands and such other jurisdictions as the Secured Parties and the Obligors (each acting reasonably) agree, notwithstanding any contrary provision in this Agreement:

- (a) each Obligor undertakes (such undertakings, the “Parallel Obligations”) to pay to the Agent amounts equal to all present and future amounts owing by it to the Secured Parties under the Loan Documents (“Original Obligations”);
- (b) the Agent shall have its own independent right to demand and receive payment under the Parallel Obligations;
- (c) the Parallel Obligations shall, subject to clause (d) below, not limit or affect the existence of the Original Obligations for which the Secured Parties shall have an independent right to demand payment;
- (d) notwithstanding clauses (b) and (c) above, payment by the Obligor of its Parallel Obligations shall to the same extent decrease and be a good discharge of the corresponding Original Obligations owing to the relevant Secured Parties and payment by an Obligor of its Original Obligations to the relevant Secured Parties shall to the same extent decrease and be a good discharge of the Parallel Obligations owing by it to the Agent;
- (e) the Parallel Obligations are owed to the Agent in its own name on behalf of itself and not as agent or representative of any other person nor as trustee;
- (f) without limiting or affecting the Agent’s right to protect, preserve or enforce its rights under any Loan Document, the Agent undertakes to each of the Secured Parties not to exercise its rights in respect of the Parallel Obligations without the consent of the relevant Secured Parties; and
- (g) the Agent shall distribute any amount so received to the Secured Parties in accordance with the terms of this Agreement as if such amounts had been received in respect of the Original Obligations.

14.19.3. Upon complete and irrevocable satisfaction of the U.K./Dutch Facility Obligations, the Agent shall without undue delay at the cost and expense of the Obligors release the Parallel Debt Undertaking.

14.20 Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Obligor for liquidation or reorganization, should any Obligor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of such Obligor’s assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Requirements of Law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a “voidable preference”, “fraudulent conveyance” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

14.21 Nonliability of Lenders. Neither the Agent, any Issuing Bank nor any Lender undertakes any responsibility to any Obligor to review or inform any Obligor of any matter in connection with any phase of any Obligor’s business or operations. Each Obligor agrees, on behalf of itself and each other Obligor, that neither the Agent, any Issuing Bank nor any Lender shall have liability to any Obligor (whether sounding in tort, contract or otherwise) for losses suffered by any Obligor in connection with, arising out of or in any way related to any of the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final, non-appealable judgment by a court of competent jurisdiction that such losses resulted from the bad faith, gross negligence or willful misconduct of the party from which

recovery is sought or a breach of obligations under this Agreement by the party from which recovery is sought. **NEITHER THE AGENT NOR ANY LENDER SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE BY OTHERS OF ANY INFORMATION OR OTHER MATERIALS OBTAINED THROUGH INTRALINKS OR OTHER SIMILAR INFORMATION TRANSMISSION SYSTEMS IN CONNECTION WITH THIS AGREEMENT.**

14.22 Know Your Customer. Nothing in this Agreement shall oblige the Agent to carry out any “know your customer” or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent.

14.23 Amendment and Restatement

14.23.1. This Agreement amends and restates in its entirety the Fourth Amended and Restated Loan Agreement and, upon the effectiveness of this Agreement, the terms and provisions of the Fourth Amended and Restated Loan Agreement shall, subject to **Section 14.23.3**, be superseded hereby.

14.23.2. Notwithstanding the amendment and restatement of the Fourth Amended and Restated Loan Agreement by this Agreement, all of the Obligations under the Fourth Amended and Restated Loan Agreement which remain outstanding as of the date hereof, shall constitute Obligations owing hereunder. This Agreement is given in substitution for the Fourth Amended and Restated Loan Agreement, and not as payment of the Obligations of the Borrowers thereunder, and is in no way intended to constitute a novation of the Fourth Amended and Restated Loan Agreement.

14.23.3. Upon the effectiveness of this Agreement, unless the context otherwise requires, each reference to the Fourth Amended and Restated Loan Agreement in any of the Loan Documents and in each document, instrument or agreement executed and/or delivered in connection therewith shall mean and be a reference to this Agreement. Except as expressly modified as of the Closing Date, all of the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed. Without limiting the generality of the foregoing, all security interests, pledges, assignments and other Liens and Guarantees previously granted by any Obligor pursuant to the Loan Documents executed and delivered in connection with the Original Loan Agreement, the Original Amended and Restated Loan Agreement, the Second Amended and Restated Loan Agreement, the Third Amended and Restated Loan Agreement, or the Fourth Amended and Restated Loan Agreement are hereby reaffirmed, ratified, renewed and continued, and all such security interests, pledges, assignments and other Liens and Guarantees shall remain in full force and effect as security for the Obligations on and after the Closing Date.

14.24 Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the Lien and security interest granted to the Agent pursuant to any Loan Document and the exercise of any right or remedy in respect of the Collateral by the Agent (or any Secured Party) hereunder or under any other Loan Document are subject to the provisions of the Intercreditor Agreement and any other intercreditor agreement entered into by Agent in accordance with Section 14.1.1(j) (each, an “Additional Intercreditor Agreement”) and in the event of any conflict between the terms of the Intercreditor Agreement or any Additional Intercreditor Agreement and any Loan Document, the terms of the Intercreditor Agreement or such Additional Intercreditor Agreement shall govern and control. Notwithstanding anything herein to the contrary, prior to the Discharge of Term Loan Obligations (as defined in the Intercreditor Agreement) or any comparable definition in any Additional Intercreditor Agreement, (i) the delivery or granting of “control” (as defined in the UCC) to the extent only one Person can be granted “control” therein under applicable law of any Term Loan Collateral (as defined in the Intercreditor Agreement) or any comparable definition in any Additional Intercreditor Agreement by the Term Loan Collateral Agent or other term agent under any Additional Intercreditor Agreement pursuant to the terms of the Term Loan Collateral Documents (as defined in the Intercreditor Agreement) or any comparable definition in any Additional Intercreditor Agreement shall satisfy any such “control” requirement hereunder or under any other Loan Document with respect to any Term Loan Collateral or any comparable definition in any Additional Intercreditor Agreement to the extent that such “control” is consistent with the terms of the Intercreditor Agreement or such Additional Intercreditor Agreement, and (ii) the possession of any Term Loan Collateral (or any comparable definition in any Additional

Intercreditor Agreement) by the Term Loan Collateral Agent or other term agent under any Additional Intercreditor Agreement pursuant to the terms of the Term Loan Collateral Documents (or any comparable definition in any Additional Intercreditor Agreement) shall satisfy any such possession requirement hereunder or under any other Loan Document with respect to Term Loan Collateral (or any comparable definition in any Additional Intercreditor Agreement) to the extent that such possession is consistent with the terms of the Intercreditor Agreement or such Additional Intercreditor Agreement.

14.25 Acknowledgement Regarding Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Swap or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States).

14.25.1. Covered Party. If a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regimes if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. If a Covered Party or BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regimes if the Supported QFC and Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

14.25.2. Definitions. As used in this Section, (a) "BHC Act Affiliate" means an "affiliate," as defined in and interpreted in accordance with 12 U.S.C. §1841(k); (b) "Default Right" has the meaning assigned in and interpreted in accordance with 12 C.F.R. §§252.81, 47.2 or 382.1, as applicable; and (c) "QFC" means a "qualified financial contract," as defined in and interpreted in accordance with 12 U.S.C. §5390(c)(8)(D).

14.26 Release of Obligors. Notwithstanding anything in Section 14.1.1 to the contrary, (a) any Obligor (other than a Borrower, but (i) including JW Germany upon the consummation of the JW Sale; provided that (x) any outstanding German Revolver Loans and any amounts owing by JW Germany for any drawings under German Letters of Credit shall have been repaid, together with all accrued but unpaid interest thereon, and (y) any issued but undrawn German Letters of Credit shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable German Issuing Bank), and (ii) including each TG Released Obligor upon the consummation of the TG Sale; provided that any Letters of Credit issued for the account of any TG Released Obligor but undrawn shall have been terminated (or otherwise backstopped or cash collateralized in a manner satisfactory to the applicable Issuing Bank)) shall automatically be released from its obligations hereunder and under the other Loan Documents (and its Loan Guaranty shall be automatically released) upon the consummation of any permitted transaction or series of related transactions if as a result thereof such Obligor ceases to be a Restricted Subsidiary (or is or becomes an Excluded Subsidiary as a result of a single transaction or series of related transactions permitted hereunder) and (b) any obligor (other than a Borrower) that qualifies as an "Excluded Subsidiary" shall be released by the Agent promptly following the request therefor by the Parent; provided, that the release of any Obligor under clause (a) from its obligations under the Loan Documents (including its Loan Guaranty) if such Obligor becomes an

Excluded Subsidiary of the type described in clause (a) of the definition thereof shall only be permitted if such Obligor did not become an Excluded Subsidiary of the type described in clause (a) of the definition thereof as a result of (A) a transfer of its equity interests to any Affiliate of the Parent for a non-bona fide business purpose for less than fair market value or (B) a non-bona fide transaction the primary purpose of which was to cause such entity to become a non-wholly-owned Subsidiary of the Parent in order to release it from the Loan Documents (or its Loan Guaranty). In connection with any such release, Agent shall promptly execute and deliver to the relevant Obligor, at such Obligor's expense, all documents that such Obligor shall reasonably request to evidence termination or release. The execution and delivery of any document pursuant to the preceding sentence of this Section 14.26 shall be without recourse to or warranty by Agent (other than as to Agent's authority to execute and deliver such documents).

[Remainder of page intentionally left blank; signature pages intentionally omitted]

Annex B

Unmarked Conformed Loan Agreement

(see attached)

Annex C

Schedule 10.1.10
Unrestricted Subsidiaries

1. CALLAWAY TG HOLDCO INC.
2. A newly-formed Delaware limited liability company, to be a wholly-owned, direct subsidiary of Callaway TG Holdco Inc., identified as Topco in the TG Sale Agreement
3. A newly-formed Delaware limited liability company, to be a wholly-owned, direct subsidiary of Topco (as defined in the TG Sale Agreement, identified as Midco in the TG Sale Agreement
4. TOPGOLF INTERNATIONAL, INC.
5. TG FLEX HOLDINGS, LLC
6. TG HOLDINGS I, LLC
7. TG LOUNGE HOLDINGS, LLC
8. TG LOUNGE MANAGEMENT, LLC
9. TG USA KIRKLAND, LLC
10. TOPGOLF MEDIA, LLC
11. TOPGOLF PAYROLL SERVICES, LLC
12. TOPGOLF USA AG, LLC
13. TOPGOLF USA ALBUQUERQUE, LLC
14. TOPGOLF USA ALLEN HOLDINGS, LLC
15. TOPGOLF USA ALLEN II, LLC
16. TOPGOLF USA ALLEN, LLC
17. TOPGOLF USA ALPHARETTA HOLDINGS, LLC
18. TOPGOLF USA ALPHARETTA II, LLC
19. TOPGOLF USA ALPHARETTA, LLC
20. TOPGOLF USA ATLANTA HOLDINGS, LLC
21. TOPGOLF USA ATLANTA II, LLC
22. TOPGOLF USA ATLANTA, LLC
23. TOPGOLF USA AUBURN HILLS, LLC
24. TOPGOLF USA AUSTIN HOLDINGS, LLC
25. TOPGOLF USA AUSTIN II, LLC
26. TOPGOLF USA AUSTIN, LLC
27. TOPGOLF USA BALTIMORE, LLC
28. TOPGOLF USA BATON ROUGE, LLC
29. TOPGOLF USA BF, LLC
30. TOPGOLF USA BIRMINGHAM, LLC
31. TOPGOLF USA BO, LLC
32. TOPGOLF USA BRANDON, LLC
33. TOPGOLF USA BROOKLYN CENTER, LLC
34. TOPGOLF USA BURLINGAME, LLC
35. TOPGOLF USA CANTON, LLC
36. TOPGOLF USA CENTENNIAL, LLC
37. TOPGOLF USA CERT, LLC
38. TOPGOLF USA CHARLESTON, LLC
39. TOPGOLF USA CHARLOTTE, LLC
40. TOPGOLF USA CHESTERFIELD, LLC
41. TOPGOLF USA CL, LLC
42. TOPGOLF USA COL, LLC

43. TOPGOLF USA COLONY HOLDINGS, LLC
44. TOPGOLF USA COLONY II, LLC
45. TOPGOLF USA COLONY, LLC
46. TOPGOLF USA COLUMBUS, LLC
47. TOPGOLF USA CP, LLC
48. TOPGOLF USA DORAL, LLC
49. TOPGOLF USA DULLES, LLC
50. TOPGOLF USA EDISON, LLC
51. TOPGOLF USA EL PASO HOLDINGS, LLC
52. TOPGOLF USA EL PASO II, LLC
53. TOPGOLF USA EL PASO, LLC
54. TOPGOLF USA EL SEGUNDO, LLC
55. TOPGOLF USA FISHERS, LLC
56. TOPGOLF USA FKX, LLC
57. TOPGOLF USA FT. MYERS, LLC
58. TOPGOLF USA FT. WORTH HOLDINGS, LLC
59. TOPGOLF USA FT. WORTH II, LLC
60. TOPGOLF USA FT. WORTH, LLC
61. TOPGOLF USA GERMANTOWN, LLC
62. TOPGOLF USA GILBERT, LLC
63. TOPGOLF USA GLENDALE, LLC
64. TOPGOLF USA GRANITE PARK HOLDINGS, LLC
65. TOPGOLF USA GRANITE PARK II, LLC
66. TOPGOLF USA GRANITE PARK, LLC
67. TOPGOLF USA GREENVILLE, LLC
68. TOPGOLF USA HILLSBORO, LLC
69. TOPGOLF USA HOLTSVILLE, LLC
70. TOPGOLF USA HUNTSVILLE, LLC
71. TOPGOLF USA JACKSONVILLE, LLC
72. TOPGOLF USA KY1, LLC
73. TOPGOLF USA LAS VEGAS HOLDINGS, LLC
74. TOPGOLF USA LAS VEGAS, LLC
75. TOPGOLF USA LM, LLC
76. TOPGOLF USA MAY, LLC
77. TOPGOLF USA MIAMI GARDENS, LLC
78. TOPGOLF USA MIDVALE, LLC
79. TOPGOLF USA MT. LAUREL, LLC
80. TOPGOLF USA MYRTLE BEACH, LLC
81. TOPGOLF USA NAPERVILLE, LLC
82. TOPGOLF USA NASHVILLE, LLC
83. TOPGOLF USA NATIONAL HARBOR, LLC
84. TOPGOLF USA NEP, LLC
85. TOPGOLF USA NEW ORLEANS, LLC
86. TOPGOLF USA NORTH CHARLOTTE, LLC
87. TOPGOLF USA OKC, LLC
88. TOPGOLF USA OMAHA, LLC
89. TOPGOLF USA ORLANDO, LLC
90. TOPGOLF USA OVERLAND PARK, LLC
91. TOPGOLF USA PARK LANE RANCH HOLDINGS, LLC

92. TOPGOLF USA PARK LANE RANCH II, LLC
93. TOPGOLF USA PARK LANE RANCH, LLC
94. TOPGOLF USA PETE, LLC
95. TOPGOLF USA PHARR HOLDINGS, LLC
96. TOPGOLF USA PHARR II, LLC
97. TOPGOLF USA PHARR, LLC
98. TOPGOLF USA PIN HIGH, LLC
99. TOPGOLF USA PITTSBURGH, LLC
100. TOPGOLF USA PPB, LLC
101. TOPGOLF USA RD, LLC
102. TOPGOLF USA RE, LLC
103. TOPGOLF USA RG, LLC
104. TOPGOLF USA RICHMOND, LLC
105. TOPGOLF USA RIVERWALK, LLC
106. TOPGOLF USA ROSEVILLE, LLC
107. TOPGOLF USA SAN ANTONIO HOLDINGS, LLC
108. TOPGOLF USA SAN ANTONIO II, LLC
109. TOPGOLF USA SAN ANTONIO, LLC
110. TOPGOLF USA SBD, LLC
111. TOPGOLF USA SCHAUMBURG, LLC
112. TOPGOLF USA SDP, LLC
113. TOPGOLF USA SPRING HOLDINGS, LLC
114. TOPGOLF USA SPRING II, LLC
115. TOPGOLF USA SPRING, LLC
116. TOPGOLF USA STL, LLC
117. TOPGOLF USA THORNTON, LLC
118. TOPGOLF USA TUCSON, LLC
119. TOPGOLF USA VIRGINIA BEACH, LLC
120. TOPGOLF USA VY, LLC
121. TOPGOLF USA WC HOLDINGS, LLC
122. TOPGOLF USA WC II, LLC
123. TOPGOLF USA WC, LLC
124. TOPGOLF USA WEBSTER HOLDINGS, LLC
125. TOPGOLF USA WEBSTER II, LLC
126. TOPGOLF USA WEBSTER, LLC
127. TOPGOLF USA WEST CHESTER, LLC
128. TOPGOLF USA MB, LLC
129. TOPGOLF USA CS, LLC
130. TOPGOLF USA KP, LLC
131. TOPGOLF USA WCH, LLC
132. TOPGOLF USA SAC, LLC
133. TOPGOLF USA DUBLIN, LLC
134. TOPGOLF USA TP, LLC
135. TOPGOLF USA TUSTIN, LLC
136. TOPGOLF USA SDS, LLC
137. TOPGOLF USA MP, LLC
138. TOPGOLF USA GB, LLC
139. TOPGOLF USA PS, LLC
140. TOPGOLF USA MA, LLC

- 141. TOPGOLF USA LR, LLC
- 142. TOPGOLF USA LF, LLC
- 143. TOPGOLF USA GP, LLC
- 144. TOPGOLF USA JM, LLC
- 145. RSVP HOLDINGS I, LLC
- 146. TOPGOLF USA AKRON, LLC
- 147. TOPGOLF USA AP, LLC
- 148. TOPGOLF USA AV, LLC
- 149. TOPGOLF USA BRYAN, LLC
- 150. TOPGOLF USA CD, LLC
- 151. TOPGOLF USA DM, LLC
- 152. TOPGOLF USA EWA, LLC
- 153. TOPGOLF USA MMT, LLC
- 154. TOPGOLF USA NBR, LLC
- 155. TOPGOLF USA PCB, LLC
- 156. TOPGOLF USA RCH, LLC
- 157. TOPGOLF USA WB, LLC
- 158. BAYDRIVE GROUP LIMITED
- 159. GOLF ENTERTAINMENT INTERNATIONAL LIMITED
- 160. TOP GOLF USA INC.
- 161. TOPGOLF CARES, INC. (501 C 3)
- 162. TOPGOLF ELP HOLDINGS, LLC
- 163. TOPGOLF GROUP LIMITED
- 164. TOPGOLF INTERNATIONAL INC.
- 165. TOPGOLF JAPAN G. K.
- 166. TOPGOLF LIMITED
- 167. TOPGOLF PRO, LLC
- 168. TOPGOLF SWEDEN AB
- 169. TOPGOLF UK HOLDINGS LIMITED PARTNERSHIP
- 170. TOPGOLF USA BRK, LLC
- 171. TOPGOLF USA FRS, LLC
- 172. TOPGOLF USA MEL, LLC
- 173. TOPGOLF USA MW, LLC
- 174. TOPGOLF USA VC, LLC
- 175. WGDR INVESTMENTS AND TRADING LIMITED

Annex D

Schedule 10.2.9
Transactions with Affiliates

The TG Sale Agreement and each Transaction Agreement (as defined in the TG Sale Agreement) and the transactions and other agreements entered into in connection therewith.

TOPGOLF CALLAWAY BRANDS CORP.
LIST OF SUBSIDIARIES – 12.31.2025

Subsidiaries	State or Country of Incorporation or Organization
Callaway Golf South Pacific Pty Ltd.	Australia
Callaway Golf Sales Company	California
Callaway Golf International Sales Company	California
Callaway Golf Canada Ltd.	Canada
Callaway Golf (Shanghai) Trading Co., Ltd.	China
Callaway Golf (Dongguan) Technology Service Co., Ltd.	China
Callaway Golf Ball Operations, Inc.	Delaware
uPlay, Inc.	Delaware
Callaway Golf (Germany) GmbH	Germany
Callaway Golf India Private Ltd.	India
Callaway Digital Technologies Private Limited	India
Callaway Golf Kabushiki Kaisha	Japan
Callaway Golf Korea Ltd.	Korea
Callaway de Mexico, S.A. de C.V.	Mexico
Callaway Golf Interactive, Inc.	Texas
Callaway Golf Europe Ltd.	United Kingdom
Callaway Golf European Holding Company Ltd.	United Kingdom
travisMathew, LLC	California
Ogio International, Inc.	Utah
Callaway Golf (Barbados) SRL	Barbados
Callaway HK Ben 1 Limited	Hong Kong
Callaway HK Ben 2 Limited	Hong Kong
Callaway HK OpCo Limited	Hong Kong
Callaway HK HoldCo Limited	Hong Kong
CÔNG TY TNHH CALLAWAY GOLF VIỆT NAM (Callaway Golf Vietnam Company Limited)	Vietnam
Callaway Golf EU B.V.	Netherlands
Modern Golf Company	Delaware
Callaway TG Holdco Inc.	Delaware
Topgolf Midco, LLC	Delaware
Topgolf Topco, LLC	Delaware
Topgolf UK Holdings Limited Partnership	United Kingdom

Golf Entertainment International Limited	United Kingdom
BayDrive Group Limited	United Kingdom
TopGolf Group Limited	United Kingdom
Topgolf Limited	United Kingdom
TopGolf Sweden AB	Sweden
Topgolf Australia PTY Limited	Australia

TG-VR Australia Joint Venture	Australia
Village Golf Australia PTY Limited	Australia
Topgolf Mexico Holdings Ltd	United Kingdom
TG-VE Mexico Joint Venture, S. DE. R. L. DE C.V	Mexico
TG-VE Nominees, S. DE. R. L. DE C.V	Mexico
Topgolf Japan G. K.	Japan
WGDR Investments and Trading Limited	United Kingdom
Topgolf International Inc.	Delaware
TG Holdings I, LLC	Delaware
Top Golf USA Inc.	Delaware
Topgolf Payroll Services, LLC	Delaware
Topgolf Media, LLC	Delaware
Topgolf Pro, LLC	Virginia
Topgolf Cares, Inc. (501 c 3)	Texas
TG Lounge Holdings, LLC	Delaware
TG Flex Holdings, LLC	Delaware
TG Lounge Management LLC	Delaware
TG Lounge JV LLC	Delaware
Topgolf ELP Holdings, LLC	Delaware
Topgolf USA SDS, LLC	Delaware
Topgolf USA CS, LLC	Delaware
Topgolf USA Albuquerque, LLC	Delaware
TopGolf USA Allen, LLC	Texas
TopGolf USA Allen Holdings, LLC	Texas
TopGolf USA Allen II, LLC	Texas
TopGolf USA Alpharetta, LLC	Delaware
TopGolf USA Alpharetta Holdings, LLC	Delaware
TopGolf USA Alpharetta II, LLC	Delaware
Topgolf USA SAC, LLC	Delaware
Topgolf USA BF, LLC	Delaware
TopGolf USA Atlanta, LLC	Delaware
TopGolf USA Atlanta Holdings, LLC	Delaware
TopGolf USA Atlanta II, LLC	Delaware
Topgolf USA Auburn Hills, LLC	Delaware

Topgolf USA AG, LLC	Delaware
TopGolf USA Austin, LLC	Texas
TopGolf USA Austin Holdings, LLC	Texas
TopGolf USA Austin II, LLC	Texas
Topgolf USA Baltimore, LLC	Delaware
Topgolf USA Baton Rouge, LLC	Delaware
Topgolf USA Birmingham, LLC	Delaware
Topgolf USA BO, LLC	Delaware
Topgolf USA Brooklyn Center, LLC	Delaware
Topgolf USA Burlingame, LLC	Delaware

Topgolf USA Dublin, LLC	Delaware
Topgolf USA Canton, LLC	Delaware
TopGolf USA Centennial, LLC	Delaware
Topgolf USA Charleston, LLC	Delaware
TopGolf USA Charlotte, LLC	Delaware
Topgolf USA North Charlotte, LLC	Delaware
Topgolf USA CERT, LLC	Delaware
TopGolf USA West Chester, LLC	Delaware
Topgolf USA CL, LLC	Delaware
Topgolf USA COL, LLC	Delaware
TopGolf USA Columbus, LLC	Delaware
TopGolf USA Park Lane Ranch, LLC	Texas
TopGolf USA Park Lane Ranch Holdings, LLC	Texas
TopGolf USA Park Lane Ranch II, LLC	Texas
Topgolf USA RD, LLC	Delaware
TopGolf USA Edison, LLC	Delaware
Topgolf USA El Paso, LLC	Delaware
Topgolf USA El Paso Holdings, LLC	Texas
Topgolf USA El Paso II, LLC	Texas
TopGolf USA El Segundo, LLC	Delaware
Topgolf USA Ft. Myers, LLC	Delaware
TopGolf USA Ft. Worth, LLC	Texas
TopGolf USA Ft. Worth Holdings, LLC	Texas
TopGolf USA Ft. Worth II, LLC	Texas
Topgolf USA Germantown, LLC	Delaware
TopGolf USA Gilbert, LLC	Delaware
Topgolf USA Glendale, LLC	Delaware
Topgolf USA Greenville, LLC	Delaware
Topgolf USA Holtsville, LLC	Delaware
TopGolf USA Granite Park, LLC	Texas
TopGolf USA Granite Park Holdings, LLC	Texas
TopGolf USA Granite Park II, LLC	Texas
TopGolf USA Spring, LLC	Texas
TopGolf USA Spring Holdings, LLC	Texas
TopGolf USA Spring II, LLC	Texas
TopGolf USA Webster. LLC	Texas

TopGolf USA Webster Holdings, LLC	Texas
TopGolf USA Webster II, LLC	Texas
Topgolf USA Huntsville, LLC	Delaware
Topgolf USA Fishers, LLC	Delaware
TopGolf USA Jacksonville, LLC	Delaware
TG USA Kirkland, LLC	Delaware
Topgolf USA FKX, LLC	Delaware
Topgolf USA LM, LLC	Delaware

TopGolf USA Las Vegas, LLC	Delaware
TopGolf USA Las Vegas Holdings, LLC	Delaware
TopGolf USA Dulles, LLC	Delaware
Topgolf USA KY1, LLC	Delaware
Topgolf USA May, LLC	Delaware
Topgolf USA Miami Gardens, LLC	Delaware
Topgolf USA Doral, LLC	Delaware
Topgolf USA MB, LLC	Delaware
TopGolf USA Mt. Laurel, LLC	Delaware
Topgolf USA Myrtle Beach, LLC	Delaware
TopGolf USA Naperville, LLC	Delaware
TopGolf USA Nashville, LLC	Delaware
TopGolf USA National Harbor, LLC	Delaware
Topgolf USA New Orleans, LLC	Delaware
Topgolf USA Tustin, LLC	Delaware
TopGolf USA OKC, LLC	Delaware
Topgolf USA Omaha, LLC	Delaware
Topgolf USA SBD, LLC	Delaware
TopGolf USA Orlando, LLC	Delaware
TopGolf USA Overland Park, LLC	Kansas
Topgolf USA Pharr, LLC	Delaware
Topgolf USA Pharr II, LLC	Delaware
Topgolf USA Pharr Holdings, LLC	Delaware
Topgolf USA NEP, LLC	Delaware
Topgolf USA Pittsburgh, LLC	Delaware
Topgolf USA PPB, LLC	Delaware
TopGolf USA Hillsboro, LLC	Delaware
Topgolf USA CP, LLC	Delaware
Topgolf USA Richmond, LLC	Delaware
Topgolf USA RG, LLC	Delaware
TopGolf USA Roseville, LLC	Delaware
TopGolf USA Midvale, LLC	Delaware
Topgolf USA VY, LLC	Delaware
TopGolf USA San Antonio, LLC	Texas
TopGolf USA San Antonio Holdings, LLC	Texas
TopGolf USA San Antonio II. LLC	Texas

Topgolf USA SDP, LLC	Delaware
Topgolf USA KP, LLC	Delaware
Topgolf USA Pin High, LLC	Delaware
Topgolf USA Schaumburg, LLC	Delaware
TopGolf USA Riverwalk, LLC	Delaware
Topgolf USA RE, LLC	Delaware
Topgolf USA Chesterfield, LLC	Delaware
Topgolf USA STL, LLC	Delaware

TopGolf USA Brandon, LLC	Delaware
Topgolf USA Pete, LLC	Delaware
TopGolf USA Colony, LLC	Texas
TopGolf USA Colony Holdings, LLC	Texas
TopGolf USA Colony II, LLC	Texas
Topgolf USA Thornton, LLC	Delaware
Topgolf USA Tucson, LLC	Delaware
TopGolf USA Virginia Beach, LLC	Delaware
Topgolf USA WC, LLC	Delaware
Topgolf USA WC II, LLC	Delaware
Topgolf USA WC Holdings, LLC	Delaware
Topgolf USA WCH, LLC	Delaware
Topgolf USA GB, LLC	Delaware
Topgolf USA MP, LLC	Delaware
Topgolf USA MA, LLC	Delaware
Topgolf USA PS, LLC	Delaware
Topgolf USA LR, LLC	Delaware
Topgolf USA GP, LLC	Delaware
Topgolf USA LF, LLC	Delaware
Topgolf USA JM, LLC	Delaware
Topgolf USA WB, LLC	Delaware
Topgolf USA RCH, LLC	Delaware
Topgolf USA DM, LLC	Delaware
RSVP Holdings I, LLC	Delaware
Topgolf USA NBR, LLC	Delaware
Topgolf USA CD, LLC	Delaware
Topgolf USA Akron, LLC	Delaware
Topgolf USA AP, LLC	Delaware
Topgolf USA TP, LLC	Delaware
Topgolf USA PCB, LLC	Delaware
Topgolf USA EWA, LLC	Delaware
Topgolf USA Bryan, LLC	Delaware
Topgolf USA AV, LLC	Delaware
Topgolf USA MW, LLC	Delaware
Topgolf USA MEL, LLC	Delaware
Topgolf USA MMT. LLC	Delaware

Topgolf USA VC, LLC	Delaware
Topgolf USA FRS, LLC	Delaware
Topgolf USA BRK, LLC	Delaware

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-161849, 333-146321, 333-188622, 333-223534, 333-253985, 333-265207 and 333-291336 on Form S-8, Registration Statement No. 333-280991 on Form S-3 ASR and Registration Statement No. 333-250903 on Form S-4 of our reports dated February 27, 2026, relating to the financial statements of Callaway Golf Company (the “Company”), and the effectiveness of the Company’s internal control over financial reporting, appearing in this Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ Deloitte & Touche LLP
Costa Mesa, California
February 27, 2026

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Erik J Anderson**, a member of the Board of Directors of Callaway Golf Company, a Delaware corporation (the "Company"), with its principal executive offices in Carlsbad, California, do hereby constitute, designate and appoint each of Oliver G. Brewer III and Brian P. Lynch, each of whom are officers of the Company, as my true and lawful attorneys-in-fact, each with power of substitution, with full power to act without the other and on behalf of and as attorney for me, for the purpose of executing and filing with the Securities and Exchange Commission the Company's Annual Report on Form 10-K for the year ended December 31, 2025, and any and all amendments thereto, and to do all such other acts and execute all such other instruments which said attorney may deem necessary or desirable in connection therewith.

I have executed this Limited Power of Attorney effective as of February 17, 2026.

/s/ Erik J Anderson

Erik J Anderson

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Russell L. Fleischer**, a member of the Board of Directors of Callaway Golf Company, a Delaware corporation (the "Company"), with its principal executive offices in Carlsbad, California, do hereby constitute, designate and appoint each of Oliver G. Brewer III and Brian P. Lynch, each of whom are officers of the Company, as my true and lawful attorneys-in-fact, each with power of substitution, with full power to act without the other and on behalf of and as attorney for me, for the purpose of executing and filing with the Securities and Exchange Commission the Company's Annual Report on Form 10-K for the year ended December 31, 2025, and any and all amendments thereto, and to do all such other acts and execute all such other instruments which said attorney may deem necessary or desirable in connection therewith.

I have executed this Limited Power of Attorney effective as of February 16, 2026.

/s/ Russell L. Fleischer
Russell L. Fleischer

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Bavan M. Holloway**, a member of the Board of Directors of Callaway Golf Company, a Delaware corporation (the "Company"), with its principal executive offices in Carlsbad, California, do hereby constitute, designate and appoint each of Oliver G. Brewer III and Brian P. Lynch, each of whom are officers of the Company, as my true and lawful attorneys-in-fact, each with power of substitution, with full power to act without the other and on behalf of and as attorney for me, for the purpose of executing and filing with the Securities and Exchange Commission the Company's Annual Report on Form 10-K for the year ended December 31, 2025, and any and all amendments thereto, and to do all such other acts and execute all such other instruments which said attorney may deem necessary or desirable in connection therewith.

I have executed this Limited Power of Attorney effective as of February 17, 2026.

/s/ Bavan M. Holloway
Bavan M. Holloway

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, **John F. Lundgren**, a member of the Board of Directors of Callaway Golf Company, a Delaware corporation (the "Company"), with its principal executive offices in Carlsbad, California, do hereby constitute, designate and appoint each of Oliver G. Brewer III and Brian P. Lynch, each of whom are officers of the Company, as my true and lawful attorneys-in-fact, each with power of substitution, with full power to act without the other and on behalf of and as attorney for me, for the purpose of executing and filing with the Securities and Exchange Commission the Company's Annual Report on Form 10-K for the year ended December 31, 2025, and any and all amendments thereto, and to do all such other acts and execute all such other instruments which said attorney may deem necessary or desirable in connection therewith.

I have executed this Limited Power of Attorney effective as of February 16, 2026.

/s/ John F. Lundgren
John F. Lundgren

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Adebayo O. Ogunlesi**, a member of the Board of Directors of Callaway Golf Company, a Delaware corporation (the "Company"), with its principal executive offices in Carlsbad, California, do hereby constitute, designate and appoint each of Oliver G. Brewer III and Brian P. Lynch, each of whom are officers of the Company, as my true and lawful attorneys-in-fact, each with power of substitution, with full power to act without the other and on behalf of and as attorney for me, for the purpose of executing and filing with the Securities and Exchange Commission the Company's Annual Report on Form 10-K for the year ended December 31, 2025, and any and all amendments thereto, and to do all such other acts and execute all such other instruments which said attorney may deem necessary or desirable in connection therewith.

I have executed this Limited Power of Attorney effective as of February 16, 2026.

/s/ Adebayo O. Ogunlesi
Adebayo O. Ogunlesi

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Varsha R. Rao**, a member of the Board of Directors of Callaway Golf Company, a Delaware corporation (the "Company"), with its principal executive offices in Carlsbad, California, do hereby constitute, designate and appoint each of Oliver G. Brewer III and Brian P. Lynch, each of whom are officers of the Company, as my true and lawful attorneys-in-fact, each with power of substitution, with full power to act without the other and on behalf of and as attorney for me, for the purpose of executing and filing with the Securities and Exchange Commission the Company's Annual Report on Form 10-K for the year ended December 31, 2025, and any and all amendments thereto, and to do all such other acts and execute all such other instruments which said attorney may deem necessary or desirable in connection therewith.

I have executed this Limited Power of Attorney effective as of February 16, 2026.

/s/ Varsha R. Rao

Varsha R. Rao

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Linda B. Segre**, a member of the Board of Directors of Callaway Golf Company, a Delaware corporation (the "Company"), with its principal executive offices in Carlsbad, California, do hereby constitute, designate and appoint each of Oliver G. Brewer III and Brian P. Lynch, each of whom are officers of the Company, as my true and lawful attorneys-in-fact, each with power of substitution, with full power to act without the other and on behalf of and as attorney for me, for the purpose of executing and filing with the Securities and Exchange Commission the Company's Annual Report on Form 10-K for the year ended December 31, 2025, and any and all amendments thereto, and to do all such other acts and execute all such other instruments which said attorney may deem necessary or desirable in connection therewith.

I have executed this Limited Power of Attorney effective as of February 16, 2026.

/s/ Linda B. Segre

Linda B. Segre

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Anthony S. Thornley**, a member of the Board of Directors of Callaway Golf Company, a Delaware corporation (the "Company"), with its principal executive offices in Carlsbad, California, do hereby constitute, designate and appoint each of Oliver G. Brewer III and Brian P. Lynch, each of whom are officers of the Company, as my true and lawful attorneys-in-fact, each with power of substitution, with full power to act without the other and on behalf of and as attorney for me, for the purpose of executing and filing with the Securities and Exchange Commission the Company's Annual Report on Form 10-K for the year ended December 31, 2025, and any and all amendments thereto, and to do all such other acts and execute all such other instruments which said attorney may deem necessary or desirable in connection therewith.

I have executed this Limited Power of Attorney effective as of February 16, 2026.

/s/ Anthony S. Thornley
Anthony S. Thornley

CERTIFICATION

I, Oliver G. Brewer III, certify that:

1. I have reviewed this annual report on Form 10-K of Callaway Golf Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ OLIVER G. BREWER III

Oliver G. Brewer III
President and Chief Executive Officer

Dated: February 27, 2026

CERTIFICATION

I, Brian P. Lynch, certify that:

1. I have reviewed this annual report on Form 10-K of Callaway Golf Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ BRIAN P. LYNCH

Brian P. Lynch
Executive Vice President and Chief Financial Officer

Dated: February 27, 2026

**CERTIFICATION PURSUANT
TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned officers of Callaway Golf Company, a Delaware corporation (the “Company”), does hereby certify with respect to the Annual Report of the Company on Form 10-K for the year ended December 31, 2025, as filed with the Securities and Exchange Commission (the “10-K Report”), that:

- (1) the 10-K Report fully complies with the requirements of Sections 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the 10-K Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

The undersigned have executed this Certification effective as of February 27, 2026.

/s/ OLIVER G. BREWER III

Oliver G. Brewer III
President and Chief Executive Officer

/s/ BRIAN P. LYNCH

Brian P. Lynch
Executive Vice President and Chief Financial Officer